



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

**Name Of The Work: “SMT work for 03 nos of road for a length of
9.448 km under Jharsuguda (R&B) Division (Package-1)”**

**DETAILED TENDER CALL NOTICE
/TECHNICAL BID DOCUMENTS**

Approximate Estimated Cost Put To Tender: Rs.34.63 Lakhs

**OFFICE OF THE SUPERINTENDING ENGINEER
JHARSUGUDA (R&B) DIVISION, JHARSUGUDA**



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GOVERNMENT OF ODISHA
OFFICE OF THE SUPERINTENDING ENGINEER
JHARSUGUDA (R & B) DIVISION

"e"-Procurement Notice

Bid Identification No-SE-R&B-JSG-09 OF 2026-27.

No.3394 Date. 17.08.2026

- 01.** The Superintending Engineer, Jharsuguda (R & B) Division on behalf of Governor of Odisha invites **Percentage Rates Bids** in **Single cover system** in on-line mode system as detailed in the table from the class of eligible contractors as mentioned in **Column -07 (Seven)** registered with the State Govt. and contractors of equivalent Grade/ Class registered with central Govt. / MES / Railways for execution of **Road Work** bidder who has not registered under State Government has to register under the State PWD in appropriate class of eligibility before signing of the agreement.
- 02.** The bidder may submit bids for the following works

Sl. No	Name of Work	Name of the road with details chainages	Approx. Value of works In Rs. In Lakhs	Bid security EMD (in Rs.)	Cost of tender paper (in Rs.)	Period of Completion	Class of Contractor
1	2	3	4	5	6	7	8
1	SMTC work for 03 nos of road for a length of 9.448 km under Jharsuguda (R&B) Division (Package-1)	Kuhakunda chawk (NH-49) to Jhargaon road from 0/000km to 3/833 NH 49 Beheraguda chowk to Pikol via Lakhanpur from 0/000km to 2/000km RD road to Bhalupali Gudum via GPO Office from 0/000km to 3/615km	34.63 Lakhs	1%	Rs.6,000/	12 (Twelve) months	"C" & "B"

- Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms & "C" & "B" Conditions of contract and other necessary Documents can be seen in the website www.tendersodisha.gov.in.
- The Bidders shall transfer online the Earnest money deposit / Bid Security of the amount specified for the works on the table column 5 above as part of its bid through a process as mentioned in DTCN.
- The Bid documents will be available in the website www.tendersodisha.gov.in from **10.00 A.M.25.08.2026 to 05.00 PM of 03.09.2026**
- The Bidder must possess **Compatible Digital Signature Certificate (DSC) of Class II or Class III.**
- Bids shall be received only **"On-line"** on or before **05.00 PM of 03.09.2026.**
- Bids received "on-line" shall be **opened at 11.00 A.M.** on dated **05.09.2026** in the office of the Superintending Engineer, Jharsuguda (R&B) Division in the presence of bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. If the office happens to be closed on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day at the same time and venue.
- The bidder shall transfer online the cost of bid documents for **6,000.00** as shown in column 5 above through a process as mentioned in DTCN.
- Rate quoted by the contractor shall be excluding of GST. The GST as applicable for the work contract shall be payable to the contractor on each bill amount on production of tax invoice.

9. The successful bidder who has quoted less bid price / rate less than estimated cost put to tender as per **Works Deptt. Govt. of Odisha Office Memorandum No. 173/W dt.03.01.2026 (details attached in DTCN)** shall have to furnish i.e as additional performance security (APS) in shape of DD/ TDR Pledged in favour of Superintending Engineer, Jharsuguda (R&B) Division of concerned Division Within 7 days from date of intimation otherwise the bid shall be cancelled & security deposit shall be forfeited further , proceeding of blacklisting shall be intimated against the bidder
10. Other details can be seen in the bidding documents.
11. Detailed information as contained in D.T.C.N. shall have to be strictly adhered to while submitting the tender papers.
12. Any tenderer desirous to avail any facility as per certain circular/order of Government have to apply for the same in writing along with the tender paper. Claim at the time of opening of tender or later will not be entertained.
13. If any of the intending bidders wish to withdraw from participation in the bid, He/She can freely **withdraw** from the participation before scheduled date and time of closure, failing which action as deemed fit as per relevant Codal practice will be taken against him/her.
14. The authority will not be held responsible for any technical problem / failure of Network, Server during the schedule dates of online bidding.
15. Any corrigendum / Addendum will be displayed in the website www.tendersodisha.gov.in only.
16. The authority reserves right to cancel the bid without assigning any reason thereof
17. **Contractor has to submit CDMS registration failing which tender will summarily rejected as per E.I.C. (Civil) Letter No. 30613 (12) dt.22.07.2019.**

**Superintending Engineer
Jharsuguda (R&B) Division**

Memo No.3395 / Dt. 17.08.2026

Copy to the Head State Portal Group Information Technology, Centre Department of Information Technology, Secretariat Odisha, Bhubaneswar for information and necessary action. Copy submitted to the Director, Printing Stationary & Publication Govt. of Odisha Madhupatna, Cuttack-10 for information and necessary action. He is requested to arrange for publication in next issue of Odisha Gazette.

Superintending Engineer

Memo No. 3396 / Dt. 17.08.2026

Copy submitted to the Chief Engineer (DPI & Roads) Odisha, Bhubaneswar/ Chief Engineer (Buildings) Odisha, Bhubaneswar/ Chief Engineer (World Bank Projects) Odisha, Bhubaneswar/ Chief Manager (Technical) , State Procurement Cell , Odisha , Bhubaneswar / Chief Construction Engineer, Northern (R&B) Circle, Sambalpur for information and wide Circulation.

Superintending Engineer

Memo No. 3397 / Dt. 17.08.2026

Copy submitted to the D.M & Collector, Jharsuguda / Superintendent of Police, Jharsuguda for information with a request to exhibit the above notice in their Notice boards for wide publicity & circulation.

Superintending Engineer

Memo No. 3398 / Dt. 17.08.2026

Copy forwarded to the Assistant Executive Engineer Jharsuguda / Assistant Executive Engineer Brajrajnagar / Belpahar (R&B) Sub –Division/ Assistant Executive Engineer, GE (R&B) Sub-Division, Jharsuguda/ Copy forwarded to the A.E.E.(Estimator) / DAO-1 / H.C. / Cashier/ Notice Board of this office for information with a request to exhibit the above notice in their office notice boards for wide publication.

Superintending Engineer

OFFICE OF THE SUPERINTENDING ENGINEER,
JHARSUGUDA(R&B) DIVISION

No. 4166 //Dt. 21/09/26 //

1st Corrigendum to e- Procurement Notice BID No- SE R&B- JSG-09 of 2026-27

Due to inadvertent error & unavoidable Circumstances the e- Procurement Notice invited vide BID No- S.E. R&B- JSG-08 of 2026-27 for of Jharsuguda (R&B) Division is hereby modified as follows.

BID No- S.E. R&B- JSG-08 of 2026-27 for of Jharsuguda (R&B) Division is hereby modified as BID No- S.E. R&B- JSG-09 of 2026-27. Date of uploading of the above works may be read as dt.22.09.2026 instead of 25.08.2026 and last date of submission may be read as dt.30.09.2026 instead of 03.09.2026 and the On-line bid will be opened by the on dt.01.10.2026 at 11.00 Am instead of dt. 05.09.2026 & all other terms and conditions in DTCN remain unchanged.

[Signature]
21/09/26
for Superintending Engineer
Jharsuguda (R&B) Division

Memo No. 4167 /WE Dt. 21/09/26

Copy forwarded to the Deputy Director (Advertisement) & Deputy. Secretary to Govt. of Odisha I & PR Department , Bhubaneswar with a request to get it Published in Two numbers of local Oriya dailies and one English daily at an early date for wide publication & circulation of Tender Call Notice.

[Signature]
21/09/26
for Superintending Engineer
Jharsuguda (R&B) Division

CHECK LIST TO BE FILLED UP BY THE BIDDER

Sl. No	Particulars	Reference to Clause no.	Whether furnished		Reference to Page no.
			Yes	No	
01.	Cost of tender paper Rs.6,000.00 (Online)	D.T.C.N Clause No.04			
02.	E.M.D for Rs.34,62,902.00(Online) Note: An affidavit by the bidder to the effect that the e-payment through internet banking/ NEFT/RTGS from designated banks or their aggregated banks has been made from his own account. Note: Hence the bidders are advised to maintain the said bank account till completion of the bid process or else the EMD amount shall be forfeited	D.T.C.N Clause No.06			
03.	Copy of valid Registration Certificate	D.T.C.N Clause No.07			
04.	Copy of GSTIN & PAN	D.T.C.N Clause No.07			
05.	No Relationship Certificate in Schedule – A	D.T.C.N Clause No.13			
06	Information regarding current litigation, debarring / non-performer / expelling of the tender or abandonment of the work by the tenderer (Schedule-E)	D.T.C.N Clause No.11			
07	Affidavit (Schedule-F)	D.T.C.N Clause No.11			
08	Tools & Plants and machineries as per the requirement in Schedule-C (Minimum 80% marks to be obtained) and Annexure-I (Proof of ownership of Tools & Plants and machineries is to be furnished in shape of copy of invoices / required sale deed in case of 2 nd purchase / required lease deed with owner ship documents of the leaser duly attested. In case of centering & shuttering materials certificate of the Executive Engineer of Works Department within 90 days of last date of receipt of tender is allowed.	D.T.C.N Clause No.14(ii)			

**OFFICE OF THE SUPERINTENDING ENGINEER:
JHARSUGUDA (R&B) DIVISION, JHARSUGUDA.**

CONTRACT DATA

A. GENERAL INFORMATION

SI No	Item	Details
1	Bid Identification No.	Superintending Engineer , Jharsuguda (R&B) Division – 09 /2026-27
2	Name of the Work	SMTC work for 03 nos of road for a length of 9.448 km under Jharsuguda (R&B) Division (Package-1)
3	Officer inviting tender	Superintending Engineer , Jharsuguda (R&B) Division
4	Superintending Engineer concerned with headquarters authorised as Engineer-in-charge of this work.	Superintending Engineer , Jharsuguda (R&B) Division
5	Chief Construction Engineer with head quarter	Chief Construction Engineer, Northern (R&B) Circle, Sambalpur
6	Accepting Authority	Superintending Engineer , Jharsuguda (R&B) Division
7	Estimated Cost	Rs. 34.63 Lakhs
7.A.	Eligible Class of Contractor	“C” & “B” Class Contractor registered with the State Government and contractors of equivalent Grade / Class registered with Central Government / MES / Railways for execution of Civil works.

B. BID INFORMATION

8	Intended completion period/Time period assigned for Completion as per clause 8 of DTCN	12 (Twelve) Calendar months
9	Availability of Bid Document in Official Web-Site	From official website of Government: https://tendersodisha.gov.in From 22.09.202 up to 17:00 hours of dt. 30.09.2026
9A	Last Date & time of submission of Bid (Clause No. 2 of DTCN.)	17:00 hours Date: 30.09.2026
9B	Opening of Technical bid (Cover-1)	At O/o the S.E Jharsuguda (R&B) Division
10	Cost of Bid Document (Clause No. 4 of DTCN.)	
	i	To be remitted online Rs. 6,000.00
11	Bid Security (Clause No. 6 of DTCN.)	
	i	To be submitted Rs. 34,629.00
12	Additional Performance Security (Clause No.28 (iii) of DTCN.)	

	i	Amount	I. <u>where the bid price is below 0% but not below 10% of the project cost put to bid,</u> a. no additional performance guarantee/ security percentage is required. II. <u>where the bid price is below 10% but not below 20% of the project cost put to bid,</u> b. the additional performance guarantee/ security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price; c. <u>III. where the bid price is 20% or more below of the project cost put to bid,</u> d. the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price III. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more IV. The additional performance security shall be treated as part of the performance security V. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document., If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.
	ii	Pledged in favour of	Superintending Engineer , Jharsuguda (R&B) Division
	iii	payable at	Superintending Engineer , Jharsuguda (R&B) Division
	iv	Type of instrument	As specified in the Bid document
Sl No	Item		Details
13	Bid validity period (Clause No. 9 of DTCN.)		90 days

14	Currency of Contract	Indian Rupees
15	Language of Contract	English
16	Clause No-14 of DTCN Qualifying Criteria	
(i)	Tools & Plants and Machineries as per Clause No. 14(ii)	100 marks , with a minimum qualifying requirement of 80 marks (80 %) . Proof of ownership/availability shall be furnished as specified in Annexure-I of Schedule C .

C. Tools & Plants and Machineries information.

Sl. No	Type of Equipment's	No. of machines required	Marks		
01	Mobile Maintenance Unit (Pickup Van /Trolley With Tractor) with necessary equipment	1 Nos	20		
02	Hot Mix Plant 60 TPH	1 Nos	20		
03	Paver Finisher	1 Nos	20		
04	Tandem Roller (8/10 T)	1 Nos	10		
05	Truck/Tipper	1 Nos	10		
06	Bitumen/emulsion sprayer	1 Nos	10		
07	Air compressor	2 Nos	10		

Procedure to participate in online bidding e-procurement

1. PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL: The Contractor/Bidder intending to participate in the bid is required to register in the Portal using his /her active personal/ official e-mail ID as his Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. He/ She has to submit the relevant information as asked for about the firm/ contractor. The portal registration of the bidder/ firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/ documents such as (i) PAN and (II) Registration Certificate (RC)/ GST Registration Certificate and GSTIN (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of RC/ GST Registration Certificate and GSTIN. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the online bidding process.

Contractor not enrolment

registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the State Government before award of the work as per prevalent registration norms of the State.

 - a. To log on to the portal the Contractor/Bidder is required to type his/her *username* and password. *The system will again ask to select the DSC and confirm it with the password of DSC.* For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.
 - b. The tender documents uploaded by the Tender Inviting Officer in the website <https://tendersodisha.gov.in> will appear in the section of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender will move to "Active Tender" Section of the *homepage*. Only a small notification will be published in the newspaper specifying the work details along with *mention* of the specific website for details. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Invitation for Bid' after which the same will be removed from the list of Active tenders. Any bidder can view or download the bid documents from the web site.
 - c. Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.
 - d. The *software* application has the provision of payment of cost of tender document through payment gateways of *authorized* bankers by directly debiting the account of the bidders.
- 1.1. Furnishing scanned copy of such documents is mandatory along with the tender documents otherwise his/her bid shall be declared as non-responsive and thus liable for rejection. Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enrol in the portal in the name and style of the joint venture company. It is mandatory that the DSC issued in the name of the authorized signatory is used in the portal.
- 1.2. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- 1.3. Any third party/company/person under a service contract for operation of e-procurement system in the State or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who

operates the system.

- 1.4. For submission of Bids through the E-Procurement Portal, the bidder shall up load the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.
- 1.5. Each bidder shall submit only one bid for one package. A bid is said to be complete if accompanied by cost of bid document and appropriate Bid Security. The system shall consider only the last bid submitted through the E-Procurement portal.
- 1.6. The bidder may ask question related to tender online in the e-procurement portal using his/her DSC, provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/Bid. The Officer inviting the Bid/ Procurement Officer-Publisher will clarify queries related to the tender.
- 1.7. The details of drawings and documents pertaining to the works available with the officer inviting the Bid as well as in the office of the Superintending Engineer and Divisional Officer as mentioned in the Contract Data will be open for inspection by the bidders. The bidder is required to down load all the documents for preparation of his bid. It is not necessary for the part of the Bidder to up-load other Bid documents (after signing) while up-loading his bid. He is required to up load documents related to his eligibility criteria and qualification information and Bill of Quantities duly filled in. It is assumed that while participating in the bid, the bidder has referred all the drawings and documents. Seeking any revision of rates or backing out of the bid claiming for not having referred to any or all documents provided in the Bid by the Officer Inviting the Bid will be construed as plea to disrupt the bidding process and in such cases the bidder shall be debarred from tendering for a period of 180 days.
- 1.8. Any addendum / corrigendum/ cancellation of tender shall be published in the website <https://tendersodisha.gov.in> , notice board and through paper publication and such notice shall form part of the bidding documents.
 - 1.8.1. The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to which the website till last date and time of bid submission for any addendum/ corrigendum/ cancellation thereof. Tender inviting authority is not responsible for communication failure of system generated mail.

All the volumes/documents shall be uploaded / provided in the portal by the Officer inviting the bid. The bidder shall carefully go through the document and prepare the required documents and up load the scanned documents in Portable Document Format to the portal in the designated locations of Technical Bid. He will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and up loads the same in designated locations of Financial Bid. Bidders are to submit only the original BoQ uploaded by publisher after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than Zero value in the specified cells. In the percentage rate tender, the bidder quoting Zero value is valid and will be taken as Schedule of Rates. Submission of document shall be effected by using DSC of appropriate class.
2. **PAYMENT OF EMD/ BID SECURITY AND COST OF BID DOCUMENTS:** The Bidder shall furnish, as part of his Bid in shape of Bid security as mentioned in the Contract Data. Non-submission of bid security within the designated period shall debar the bidder from participating in the on-line bidding system and his

portal registration shall be cancelled. His name shall also be informed to the registering authority for cancellation of his registration.

2.1 The EMD or Bid Security payable along with the bid is 1% of the estimated contract value (ECV) or as mentioned in the bid document.

2.2 Deleted.

2.3 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender (price bid). In the eventuality of failure on the part of the lowest successful bidder to procedure the original documents, he will be debarred in future from participating in tender for 3 years and will be black listed by the competent authority. In such as situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L1 bidder.

2.4 Contractor exempted from payment of EMD will be able to participate in the tender directly by uploading documentary evidences towards his eligibility for such exemption.

2.5 Government of Odisha has introduced e-payment gateway in to the portal for payment of cost of Bid and Bid Security/ Earnest Money Deposit. The process of using e-payment gateway is mentioned in the **"Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids"**

3. FORMAT AND SIGNING OF BID: (Logging to the Portal)-The Contractor/ Bidder is required to type his/her Login ID and Password. The system will again ask to select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique Login ID, Password and DSC combination and authenticates the login process for use of portal.

The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. In the Financial bid, the bidder cannot leave any figure blank. He has to only write the figures; the words will be self-generated. The Bidders are advised to up load the completed Bid document well ahead of the last date & time of receipt to avoid any last moment problem of power failures etc.

3.1. The Bidder shall go through the Bid carefully and list the documents those are asked for submission. He shall prepare all documents including Declaration form, price bid etc and store in the system.

3.2. The bidder shall log on to the portal with his DSC and move to the desired tender for up loading the documents in appropriate place one by one simultaneously checking the documents. Once the Bidder makes sure that all the documents have been up-loaded in appropriate place he clicks the submit button to submit the bid to the portal.

3.2.1. The bids once submitted cannot be retrieved or corrected. Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore, only after satisfying that all the documents have been uploaded, the Bidder should activate submit button.

3.2.2. In the e-procurement process each process are time stamped. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.

3.2.3. The Bidder should ensure clarity of the document up loaded by him to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may

render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies for verification within a stipulated period provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents within the stipulated date, he will be debarred from tendering for a period of 180 days.

SUBMISSION OF BIDS:-

- 3.3. The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid and a Financial Bid. The Technical bid generally consists of GSTIN, PAN, Registration Certificate, Affidavits, Profit Loss statement, Joint venture agreement, List of similar nature of works, work in hand and any other information required by OIT. The Financial Bid shall consist of the Bill of Quantities (BOQ) and any other price related information/ undertaking including rebates.
- 3.4. Bidders are to submit only the original BOQ (in .xls format) uploaded by Procurement Officer Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/ deletion/ modification. Multiple BOQ submission by bidder shall lead to cancellation of bid. In case of items rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.
- 3.5. The bidder shall upload the scanned copy/ copies of document in support of eligibility criteria and qualification information in prescribed format in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid.
- 3.6. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ) published by the Officer Inviting Tender. The bidder shall type rates in figure only in the rate column of respective items(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.
- 3.7. The bidder shall log to the portal with his/ her DSC and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.
- 3.8. Bids cannot be submitted after due date and time. The bids once submitted can not be viewed, retrieved or corrected. The Bidder should ensure correctness of the Bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids can not be opened even by the OIT or the Procurement Officer Publisher/ opener before the due date and time of opening.
- 3.9. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 3.10. The Bidder should ensure clarity/ legibility of the document uploaded by him to the portal.
- 3.11. The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/ tender.
- 3.12. The bidder should check the system generated confirmation statement on the status of the submission.
- 3.13. The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.
- 3.14. The Tender Inviting Officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.
- 3.15. The Bidder is required to upload documents related to his eligibility criteria and qualification information and Bill of Quantity duly filled in. It is not necessary for the part of the bidder to upload the drawing and the other Bid documents (after signing) while uploading his bid. It is assumed that the bidder has

referred all the drawings and documents uploaded by the Officer Inviting the Bid.

- 3.16. The Bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer Inviting the Bid.
- 3.17. The 'Online bidder' shall digitally sign on all statement's documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD / Bid Security shall stand forfeited, he will be debarred from tendering for a period of 180 days and his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

4. SECURITY OF BID SUBMISSION:

- 4.1. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the opener(s). The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
- 4.2. The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.

5. DEADLINE FOR SUBMISSION OF THE BIDS :

- 5.1. The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the Officer inviting the Bid.

RESUBMISSION AND WITHDRAWAL OF BIDS :

- 5.2. Resubmission of bid by the Bidders for any number of times before the final date and time of submission is allowed.
- 5.3. Resubmission of bid shall require uploading of all documents including price bid afresh.
- 5.4. If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6. LATE BIDS :

- 6.1. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

7. MODIFICATION AND WITHDRAWAL OF BIDS :

- 7.1. In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 7.2. In the E-Procurement Portal, withdrawal of bid is allowed. But in such case he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the bid and upload the scanned document to portal in the respective bid before the closure date and time of receipt of the bid. The

system shall not allow any withdrawal after expiry of the closure time of the bid.

8. OPENING OF THE BID:

8.1. Bid opening date is specified during tender creation or can be extended with corrigendum. This date is available in IFB, tender document as well as the home page of portal. Bid opening can be done by the authorized users which are defined during the tender publication / approval stage. The bids are encrypted using their public keys and can be decrypted only on or after the Bid Opening due date and time. The bid openers private key will be required to open the bids and all the openers have to log on to the portal during that time.

8.1.1. The bidders who participated in the online bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Contractors are not required to be present during the bid opening at the opening location if they so desire.

8.1.2. Each activity is date and time stamped with user details. For time stamping, server time is taken as the reference.

8.2. In the event of the specified date of bid opening being declared a holiday for the Officer inviting the Bid/Engineer-in-Charge, the bids will be opened at the appointed time on the next working day.

8.3. In case bids are invited for more than one package, the order for opening of the "Bid" shall be that in which they appear in the "Invitation for Bid".

8.4. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

8.5. In case of non-responsive tender the officer Inviting tender should complete the e-Procurement process by uploading the official letter for cancellation/ re-tender.

EVALUATION OF BIDS:-

All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "the documents as available in the portal containing..... nos. of pages".

8.5.1. After opening of technical bid, the bidder may be asked in writing / online (in their registered e-mail ID) to clarify on the uploaded documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents required for Technical Evaluation. The Officer Inviting Tender may ask for any other document of historical nature during Technical Evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidders price bid. Non submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

8.5.2. The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit

8.5.3. Immediately, on receipt of these clarifications, the Evaluating Officers; predefined in the system for the bid, will finalize the list of responsive bidders. They will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. The Officer Inviting the Bid if also the accepting authority, shall log on to the system with his digital signature and check the

technical evaluation. He can either accept or pass on to the evaluating officers for re-evaluation. Upon acceptance of technical evaluation by the Accepting authority in the system, the system shall automatically generate letter to all the responsive bidders and the system shall forward the letter to all the responsive bidder that their technical bid has been evaluated responsive with respect to the data/information furnished by him and the letter shall also intimate him the date & time of opening of financial bid. The system shall also inform the non-responsive bidders in their e-mail ID that their bid has been found non-responsive.

Note: “Any bidder may submit representation/queries, only within 3 (Three) working days from the date of uploading of the Technical Evaluation Proceeding in the tender portal to be received in the official e-mail id of TIA. Any representation or objection received after stipulated period as mentioned shall not be entertained and shall be treated as invalid.”

- 8.6. The Technical evaluation of all the bids shall be carried out up as per the information furnished by the Bidders. But evaluation of the bid does not exonerate the bidders from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action as per relevant clause of DTCN shall be taken against the bidder/contractor.
- 8.7 The Procurement Officer-Evaluators will evaluate bid and finalized list of responsive bidders. Opening of price bid and evaluation of lowest bidder is subject to satisfaction of other qualification information.
- 8.7.1 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.
- 8.7.2 The Financial Bid will be opened on the notified date & time in the presence of bidders or their authorised representative who wish to be present.
- 8.7.3 At the time of opening of “Financial Bid”, the names of the bidders whose technical bids were found responsive will be announced and the bids of only those bidders will be opened. The remaining bids will be rejected.
- 8.7.4 The responsive bidders’ name, the bid prices, the item wise rates, the total amount of each item in case the item rate tender and percentage above or less in case of percentage rate tenders will be announced. Any discounts and withdrawals, and such other details as the officer inviting the tender may consider appropriate, will be announced by him or his authorized representatives at the time of opening.
- 8.7.5 Rebate/discount offer if any uploaded to the system shall be declared and recorded first.
- 8.7.6 The Financial bid of the bidders shall be opened one by one by the designated officers. The system shall auto-generate the Comparative statement.
- 8.7.7 The Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his DSC from anywhere.
- 8.7.8 Procurement Officer-Openers shall sign on each page of the download BOQ and the Comparative Statement and furnish a certificate to that respect.
- 8.7.9 System provides an option to Procurement Officer Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/ Head of D

8.7.10 department.

9. CLARIFICATION AND NEGOTIATION OF BIDS:

- 9.1. For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdowns of unit rates.
- 9.2. On opening of the price bid the system shall arrange the financial bids in order of their value (L1 first, followed by L2, L3) for subsequent evaluation. The evaluation status (Sheet) will be visible to all the participating bidders after opening on their respective logins. Each activity is recorded in the system with date and time stamping.

10. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

- 10.1. In the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Performance Security and additional security required to be furnished in the letter and intimate the bidders in his e-mail ID.
- 10.2. The Employer/ Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex or facsimile or e-mail confirmed by registered letter. This letter of Acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution and completion of the works by the contractor as prescribed by the contract and the amount of performance security and Additional Performance Security required to be furnished. The issue of the letter of Acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 10.3. The Contractor after furnishing the required acceptable Performance Security and Additional Performance Security, "Letter of Proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer-Publisher. The Procurement Officer-Publisher shall upload the summary and declare the process as complete.
- 10.4. If the L1 bidder does not turn up for agreement after finalisation of the tender then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium/ JV/firm where such an agency/ firm already happens to be or is going to be a partner/ member/ proprietor, he/ they shall neither be allowed for participation in bidding for three years nor his/ their application will be considered for registration and action will be initiated to blacklist him/ them. In that case, the L2 bidder, if fulfils other required criteria would be called for drawing agreement for execution of work subject to condition that the L2 bidder negotiates at par with the quoted by the L1 bidder, otherwise the tender will be cancelled.

11. BLOCKING OF PORTAL REGISTRATION

- a. If the registration Certificate of the contractor is cancelled/ suspended by the registering authority/ blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.
- b. The portal registration blocked in the ground mentioned in the above Para- 11.1 shall be unblocked automatically in receipt of revocation order of cancellation/ suspension/ blacklisting from the concerned authority.
- c. The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the Chief Manager (Tech) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the Registering Authority and concerned Chief Engineer/ Heads of Office if any of the following provisions are violated.
 - i. Fails to furnish original Technical Documents before the designated officer within the stipulated date and time.
 - ii. Backs out from the bid on any day after the last date of receipt of tender till expiry of the bid validity period (including till the extended bid validity period)
 - iii. Fails to execute the agreement within the stipulated date.
 - iv. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

Accordingly the officer Inviting Tender shall recommended to the Chief Manager (Tech) State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action

shall also be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix-XXXIV of OPWD code Volume-II.

The minimum period of blocking of Portal Registration shall in no case be less than 180 days.

Procedure for Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids

1. The State Government have formulated rules and procedures for Electronic receipt, accounting and reporting of the receipt- of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>".
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs. Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases (ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below :
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.
4. **Banking arrangement:**
 - a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
 - b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.
5. **Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder:**
 - a) **Log on to e-Procurement Portal:** The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
 - b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum no.7885, dt.23.07.2013.
 - c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

Note: An affidavit by the bidder to the effect that the e-payment through internet banking/ NEFT/RTGS from designated banks or their aggregated banks has been made from his own account.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account,

by adding the account number as mentioned in the challan as an interbank beneficiary.

- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

6. Settlement of Cost of Tender Paper;

- a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise-head-wise challans separately for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the State Government account under different heads. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc, General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc., **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise list of challans and instruct the designated Banks to remit the money through the Odisha Treasury portal. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee, EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the Annexure.

7. Settlement of Earnest Money Deposit on submission of bids:

- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

Note: Hence the bidders are advised to maintain the said bank account till completion of the bid process and receipt of refund without fail.

8. Forfeiture of EMD :

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101 -Unclaimed Deposits-0097-Misc, Receipts-02080-Misc. Deposits and submit the detail account to DAG (Puri) as a deposit of the Division.

- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government departments / State PSUs/ Autonomous Bodies / ULBs through an MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for payment gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, payment gateway (PG) provider will provide a web service to pull the refund and settlement status against a day
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment.
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
 - a) NIC will provide an interface to organisations to download the electronic receipt data.
- b) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.
- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the

participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of tender paper, earnest money deposit in OPWD Code and OGFR would stand modified to the extent prescribed.

15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal.

ANNEXURE-I

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
Government Departments	I. The payment towards the cost of Tender Paper, in case Government Departments, shall be collected in separate Pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1_day. II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realized is to be remitted to Government Account under the Head Of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system. II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

	Cost of Tender Paper on submission of bids	Earnest Money Deposit on submission of bids
State PSUs Statutory Corporations, Autonomous Bodies and Local Bodies.	I. In case of State PSUs, Statutory corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper, on submission of bids shall be collected in separated pooling accounts opened in Focal Point Branch called e-FPB of respective designated Banks at Bhubaneswar on T+1 days. II. The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporation, Autonomous Bodies and Local Bodies etc. after opening of bid.	I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction. II. In case of forfeiture of Earnest Money deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

**ROAD SCHEDULE OF THE STMC PACKAGE
Jharsuguda (R&B) Division (Package-1) for the year 2026-27**

Sl. No	STMC Work Name	Name of the road with details chainages	Lane Configuration	Length Km
1	2	3	4	5
1	SMTc work for 03 nos of road for a length of 9.448 km under Jharsuguda (R&B) Division (Package-1)	Kuhakunda chawk (NH-49) to Jhargaon road from 0/000km to 3/833	IL	3.833
		NH 49 Beheraguda chowk to Pikol via Lakhanpur from 0/000km to 2/000km	SL= 4.460 Km IL=5.000 Km	2.000
		RD road to Bhalupali Gudum via GPO Office from 0/000km to 3/615km	SL	3.615
Total:				9.448

**DETAILED TENDER CALL NOTICE
FOR SHORT TERM MAINTENANCE CONTRACT (STMC) FOR ROADS**

1. Sealed **percentage rate** bids are invited on **ONLINE in Single cover system** from contractors registered with the State Governments as referred in SI 7(a) of Contract Data and contractors of equivalent Grade / class registered with Central Government / MES / Railways for execution of Short Term Maintenance Contract (STMC) of roads on production of definite proof from the appropriate authority in prescribed form to be eventually drawn in P.W.D. **FORM P-1** for the work **“SMTC work for 03 nos of road for a length of 9.448 km under Jharsuguda (R&B) Division (Package-1)”** at an estimated cost of **Rs.34,62,902.00 (Rupees Thirty four lakhs sixty two thousand nine hundred and two)** only.
The adopted format for percentage rate is same as that of the form adopted for **item rate** tenders but the word **“Item rate”** shall be replaced by **“Percentage rate”** and the contract will be named as **P-1. Bids from Joint Venture are not allowed.**
The Bid documents are available on official website of Government: <http://www.tendersodisha.gov.in> from **10:00 hours of 22.09.2026 to 17.00 Hrs of 30.09.2026.** The last date and time of submission of Bid is as per contract data. The Bid documents (Cover-I) will be opened by the assigned officer in the office of the Superintending Engineer, Jharsuguda (R&B) Division, Jharsuguda Odisha at **11.00 AM on 01.10.2026.** In the presence of the bidders or their authorised representatives who wish to attend
2. The cost of Bid documents is to be remitted online for **Rs.6,000.00** towards cost of each bid respectively.
3. The bid is to be submitted in two covers.
 - (i) Cover-I is to contain scanned GSTIN, scanned copy of registration certificate, undertaking/ certificates duly filled, affidavit, work experience certificate, Machineries documents and documents required as per the relevant clauses of this DTCN.
 - (ii) Cover-II is to contain the price bid duly filled in and signed by the bidder.
4. The bidder shall remit the EMD/ bid security online as part of bid of the amount as specified in the **Contract Data.** The security may be taken in shape of NSC / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra Bank Guarantee in favour of the Divisional Officer from any Nationalized Scheduled Bank in India counter-guaranteed by its local branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution portal / Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI). Such Instruments shall be accepted towards Earnest Money Deposit (EMD), Initial Security Deposit / any other security deposit from the contractor or supplier
5. The lowest preferred bidder is required to produce documents viz original Registration, GSTIN, after opening of Technical Bid for verification purpose in the latter stage along with the original documents, within five days from the date of opening of the tender (price bid). Furnishing scanned copy of such documents along with the Technical Bid is mandatory otherwise his/ her bid shall be declared as non-responsive and thus liable for rejection.
6. The **Short Term Maintenance Contract (STMC)** shall remain in force for a period of **one year** from the date of commencement of the contract as specified in the sl no 8. Of Contract Data. The Contractor shall be responsible for carrying out all maintenance activities, repairs and other obligations specified in the Contract during the entire contract period. The Contractor shall submit a detailed maintenance programme at the time of execution of the Agreement, as directed by the Engineer-in-Charge.
7. All **bids** received will remain **valid** for a period as specified in the **Contract Data** after the deadline date for submission of bids and validity of bids can also be extended if agreed to by the bidder and the Department.
8. **Deleted**
11. An applicant or any of its constituent partners of whose contract for any work has been rescinded or who has abandoned any work in the **last three years**, prior to the date of the bid, shall be debarred from qualification. The bidder is to furnish scanned copy an **affidavit** at the time of submission of bid about the authentication of bid documents. An **affidavit** to this effect is to be furnished in **Schedule-F. Non furnishing** of the scanned copy of information in **Schedule - E** and required affidavit in **Schedule – F**, the bid document will be **summarily rejected.**

12. **Deleted.**

13. **No Relation certificate.**

The contractor shall furnish a certificate along with the tender to the effect that he is not related to any officer in the rank of an Assistant Engineer & above in the state P.W.D. or Assistant / Under Secretary & above in the Works Department. If the fact subsequently proved to be false, the contract is liable to be rescinded. The earnest money & the total security will be forfeited & he shall be liable to make good the loss or damages resulting for such cancellations. The proforma for no relationship certificate is contained in a separate sheet vide **Schedule-A**.

14. **Qualification Criteria on general experience (Not Mandatory)**

The Applicant shall meet the following minimum criteria failing which the bid shall be summarily rejected:

ii) The Contractors are required to furnish evidence of ownership of principal machineries/equipment specified in **Schedule-C**, for which the Contractor shall have to secure a minimum of **80% of marks**, failing which the tender shall be liable for rejection.

The Contractor shall furnish ownership documents for those machineries which he is planning to deploy for the tendered work. If these are engaged elsewhere, the Contractor shall produce a certificate from the Executive Engineer under whom these are deployed at the time of tendering, indicating the period by which these machines are likely to be released from the present contract. The certificate from the Executive Engineer of Government of Odisha or Engineer-in-Charge of the project, in case of non-Government projects, under whose jurisdiction the work is going on, shall not be more than **90 days old** on the last date of receipt of tender.

The entire Bid Security including the Additional Bid Security shall stand forfeited in case the Contractor fails to mobilize the machineries within **a period as to be able to execute the maintenance work as per the maintenance programme which will form part of the Agreement**.

The Contractor intending to hire/lease equipment/machineries are required to furnish proof of ownership from the company/person providing equipment/machineries on hire/lease along with contracts/agreements/lease deed and duration of such contract. The contracts/agreements/lease deed should be on long-term basis for a **minimum period of 09 (Nine) Months** from the last date of receipt of Bid documents.

iii) The Bidder should not be a non-performing party on the bid submission date. The Bidder shall be deemed to be a non-performing party, if it attracts any or more of the following conditions in any of its ongoing or completed project:

- (i) Fails to set up institutional mechanism and procedure as per contract.
- (ii) Fails to mobilize key construction equipment within a period of 4 months from the commencement of the work;
- (iii) Fails to complete or has missed any milestone and progress not commensurate with contiguous unencumbered project length /ROW available even after lapse of 6 months from respective project milestone/Schedule Completion date, unless Extension of Time has been granted due to Authority's Default or Force Majeure;
- (iv) Fails to complete rectification (excluding minor rectifications) as per time given in non-conformity reports (NCR) in design/completed works/maintenance or reported in Inspection Reports issued by Quality Inspectors deployed by the Authority or Officers of the Authority.
- (v) Fails to complete minor rectifications exceeding 3 instances in a project as per time given in non-conformity reports (NCR) in design/completed works/maintenance;
- (vi) Fails to fulfill its obligations to maintain a highway in a satisfactory condition in spite of two rectification notices issued in this regard;
- (vii) Damages/penalties recommended by Engineer-in-Charge during DLP Period and maintenance works are still not taken up;
- (viii) Occurrence of minor failure of structures/highway due to construction defect wherein no casualties are reported (casualties include injuries to human being / animals);
- (ix) Occurrence of major failure of structures/highway due to construction defect wherein no casualties are reported (casualties include injuries to human being / animals);
- (x) Occurrence of major failure of structures/highway due to construction defect leading to loss of human lives besides loss of reputation etc. of the authority;
- (xi) Fails to make premium payments excluding the current installment in one or more projects;
- (xii) Fails to achieve financial closure in two or more projects within the given or extended period (which shall not be more than six months in any case);

- (xiii) Fails to submit the Performance Security within the permissible time period in more than one project;
- (xiv) Rated as an unsatisfactory performing entity/ non-performing entity by Concerned Superintending Engineer and so notified on the website of the Authority;
- (xv) Expelled from the contract or the contract terminated by the Ministry of Road Transport & Highways or its implementing agencies for breach by such Bidder, including individual or any of its joint venture member Provided that any such decision of expulsion or termination of contract leading to debarring of the bidder from further participation in bids for the prescribed period should have been ordered after affording an opportunity of hearing to such party.
- (xvii) Fails to start the works or causes delay in maintenance & repair/overlay of the project.
- 15. If an individual makes the application, the individual should sign above his full type written name and current address.
- 16. If the application is made by proprietary firm, it shall be signed (with DSC) by the proprietor & furnish full type written name and the full name of his firm with its current address in a forwarding letter.
- 17. If the application is made by a firm in partnership, it shall be signed (with DSC) by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all partners of the firm shall also accompany the application.
- 18. If the application is made by a limited company or a corporation, it shall be signed (with DSC) by a duly authorized person holding power of attorney for signing the application in which case a certified copy of the power of attorney shall accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence along with the technical bid.
- 19. The tender should be strictly in accordance with the provisions as mentioned in the tender schedule. Any change in the wordings will not be accepted.
- 20. No bidder will be permitted to furnish their bid in their own manuscript papers. All information should be submitted online in English.
- 21. Submission of more than one tender by a bidder for a particular work will liable for rejection of all such tender papers.
- 22. **A. Percentage rate contract (vide Works Department letter no.8310 dt.17.05.2006)**
In case of Percentage Rate tender,-
 - (i) The contractor has to quote percentage excess or less over the estimated cost in the Price Bid appended to the tender document. The estimated cost is excluding GST. The rates of item basing on which estimated cost has been derived are excluding GST on different components to arrive at such rates.
 - (ii) The Contractors participated in the tender for more than one work may offer conditional rebate. Rebate offer submitted in a separate letter duly scanned shall be opened, declared and recorded first. The rebate so offered shall be considered after opening of all packages called in the same Tender Notice. The Contractors who wish to tender for two or more works shall submit separate tender for each. Each tender shall have the **Bid Identification No., Name & Sl. No. of the work (as per IFB)** to which they refer.
 - (iii) The Contractor will quote percentage excess/less up to two decimal point only. If he writes the percentage excess/less up to three or more decimal points, the **second** decimal point shall only be considered without rounding off (vide Works Department O.M No- 7885 dtd. 23.07.2013.).
 - (iv) In the contract P-1 time is the essence. The contractor is required to maintain a certain rate of progress specified in the contract.
 - (v) The quantity mentioned can be increased or reduced to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above prior approval of competent authority is mandatory before making any payment.
 - (vi) The period of completion is fixed and cannot be altered except in case of exceptional circumstances with due approval of next higher authority.
 - (vii) Bills for percentage rate tenders shall be prepared at the estimated rates for individual items only and the percentage excess or less shall be added or subtracted from the gross amount of the bill.
- 23. **B. GST as applicable on works contract shall be paid over the bill amount at the time of payment of bill.**
The bidder shall carefully study the tentative drawings and specifications applicable to the contract and all the documents which will form a part of the agreement to be entered in to by the accepted bidder and detailed specifications for Odisha and other relevant specifications and drawings. Complain at a future date that plans and specifications have not been seen by the bidders cannot be entertained.
- 24. The drawings if any furnished with the bid are tentative and subject to revision or modification as tendered during the execution as per actual necessity and detail test conducted. But the tendered rate quoted by the bidder will hold good in case of such modification of drawings during the time of execution and shall in no way invalidate the contract and no extra monetary compensation will be

entertained. The work shall however be executed as per final approved drawing to be issued by the Engineer-in-Charge as and when required.

25. (i) Every bidder is expected before quoting his rate to inspect the site of the proposed work. The bidder should also inspect the quarries and approach roads to quarries and satisfy himself/themselves about the quality and availability of materials. In every case the materials must comply with the relevant specifications. Complaints at future date that the availability of materials at quarries has been misjudged cannot be entertained.

(ii) Amendment to Para 3.4.16 (a) (vii) of OPWD Code Vol.-I by substitution.

For the purpose of estimate, the approved quarry lead is to be provided judiciously. Engineers in charge would be responsible for ensuring the quality of the materials supplied. The contractors would, however, be responsible for procurement of materials from authorized sources and voluntarily disclose the source of procurement for the purpose of billing. Besides, the bidder would be required to submit the details of quarry for procurement while submitting the bids.

26. The offer of bidder shall be inclusive of cost of construction and maintenance of island, ferry service, fair-weather road, service road, foot bridge, pylon base, winch stand and derrick stand etc. as required for the work.

27. It must be definitely understood that the Government does not accept any responsibility for the correctness and completeness of the trial borings shown in the Cross Section.

28. **(i) Amendment to Appendix – IX, Clause – 36 of OPWD Code Vol.-II by inclusion.**

Modification in DTCN Clause No.28 as per Works Department, Government of Odisha Office Memorandum No.173 dtd.03.01.2026 and Clarification vide Office Memorandum No.632 dtd.09.01.2026

Additional Performance Security (APS) is being obtained from the Successful Bidder in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the he will be debarred from tendering for a period of 180 days. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code Volume-I vide Works Department Office Memorandum No. 14459/W dated 20.09.2018.

After careful observation , Government has been pleased to abolish the extant provisions of threshold negative bid caps of 15% introduced vide Works Department OM No.12366/W dtd.08.11.2013 and amended vide Works Department Om No.1437 dtd.31.01.2013 in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt. of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security(APS)** system:

1. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

I. where the bid price is below 0% but not below 10% of the project cost put to bid,

no additional performance guarantee/security percentage is required.

II. where the bid price is below 10% but not below 20% of the project cost put to bid,

the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;

III. where the bid price is 20% or more below of the project cost put to bid,

the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price

IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more

V. The additional performance security shall be treated as part of the performance security

VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the

approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

- If more than one bid is quoted (decimal upto two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/ their authorised representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
- If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder (decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated. 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.

(ii) Clause 36 of Appendix-IX of O.P.W.D. Code, Volume-II by inclusion.

The concessions/ facilities for 10% Purchase preference shall be hereby allowed only to the Individual registered Contractors belonging to Schedule Caste and Schedule Tribe having Registration Certificate upto 'B' Class as per Works Department Resolution No.16262 dtd.30.10.2018.

(iii) Amendment to para 3.5.5(v) of OPWD Code Volume-1 by inclusion Additional performance security.

Additional Performance Security (APS) is being obtained from the Successful Bidder in shape of Term Deposit Receipt pledged in favour of Divisional Officer/Bank Guarantee in favour of the Divisional Officer from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the he will be debarred from tendering for a period of 180 days. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code Volume-I vide Works Department Office Memorandum No. 14459/W dated 20.09.2018.

(iv) Amendment to para 3.5.19(a)(b) of OPWD Code Volume-1

As per Office Memorandum No.4909 dt.12.03.2026 of Works Department ,Government of Odisha.

Security for the due fulfilment of a contract should invariably be taken. The security may be taken in shape of NSC / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikas Patra Bank Guarantee in favour of the Divisional Officer from any Nationalized Scheduled Bank in India counter-guaranteed by its local branch at Bhubaneswar / e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution portal / Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI). Such Instruments shall be accepted towards Earnest Money Deposit (EMD), Initial Security Deposit / any other security deposit from the contractor or supplier

29. In case of any discrepancy in printing or omissions of statutory specifications or any other part or portion of the approved document during download of the bid document, the decision of the officer inviting the bid will be binding on the bidder.
30. The tender containing extraneous conditions not covered by the tender notice are liable for rejection and quotations should be strictly in accordance with the tender call notice. Any change in the wording will not be accepted.
31. i) Schedule of quantities are accompanied in Cover-II (Price Bid). It shall be definitely understood that the Government does not accept any responsibility for the correctness or completeness of this schedule and that this schedule is liable for alternation or omissions,

deductions or alternations set forth in the conditions of the Contract and such omissions, deductions, additions or alternations shall no way invalidate the contract and no extra monetary compensation, will be entertained.

- ii) The quantity mentioned can be increased or decreased to the extent of 10% for individual items subject to a maximum of 5% over the estimated cost. If it exceeds the limit stated above, prior approval of competent authority is mandatory before making any payment.

32. The authority reserves the right to reject any or all the tenders received without assigning any reasons there-of what so ever.

33. The declaration will be dealt with as per the terms and conditions of the OPWD Code.

34. i) The bidder/tenderer whose bid has been accepted will be notified of the award by the Engineer-in-charge prior to expiration of the validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the conditions of Contract called the "Letter of Acceptance") will state the sum that the Engineer-in-charge will pay the contractor in consideration of the maintenance of the roads and performance of all obligations under the Short Term Maintenance Contract (STMC) by the contractor as prescribed by the contract (Hereinafter and in the contract called the "Contract Price").

- ii) The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security (Initial security Deposit) in form of N.S.C/Post Office Savings Bank account/Post Office Time Deposit Account/ Kishan Vikas Patra/ Bank Guarantee in favour of the Divisional Officer from any nationalised Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar/e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal & additional performance security as per clause 28 of DTCN & in other form which shall be 2% of the value of the tendered amount & sign the agreement in the PWD Form P1 of the fulfilment of the contract in the office of the Divisional Officer & payable at the place as specified in the Contract Data or as directed. The security deposit & the amount withheld according to the provision of P1 agreement shall be retained as security for the due fulfilment of this contract & additional performance security in accordance with the provisions of the agreement.

- iii) The agreement will incorporate all correspondence between the officer inviting the bid/Engineer-in-Charge and the successful bidder. Within 15 days following the notification of award along with the Letter of Acceptance, the successful bidder will sign the agreement and deliver it to the Engineer-in-Charge. Following documents shall form part of the agreement.

- a) The notice inviting bid, all the documents including additional conditions, specifications, road-wise details, maintenance requirements and Bill of Quantities, if any, forming the bid as issued at the time of invitation of bid and acceptance thereof together with any correspondence leading thereto & required amount of performance security including additional performance security.

- b) Standard P.W.D. Form **P-1** with latest amendments.

- iv) Failure to enter in to the required agreement and to make the security deposit as above shall entail debarring from tendering for a period of 180 days. No **contract (tender)** shall be finally accepted until the required amount of initial security deposit and additional performance security deposit are received by the Engineer-in-Charge.

- v) **Refund of Security Deposit and Additional Performance Security (APS) as per Works Department, Odisha O.M. No.2375 dt.03.03.2022**

Initial Security Deposit (ISD), Performance Security and Retention Money Constitutes Security Deposit. The Security Deposit where final bill has been settled, is refundable after completion of contract period upon successful completion of the work. If however, there is delay in payment of final bill of the contractor, the Performance Security will be refunded after completion of the contract period upon successful completion of the work after an assessment has been made of the recoveries that may arise against the contractor.

The Retention Money deducted from running account bills towards security may be allowed to be replaced with bank guarantee(s) of equal amount, on request of contractors within seven (7) days of such request made.

Additional Performance Security (APS) shall be refunded immediately on successful completion of the work within seven (7) days of issuance of Completion Certificate/ Provisional Completion Certificate.

- vi) As concurred by Law Department & Finance Department In their U.O.R. No 848 dtd.21.05.97 J.O.R.No.202 W.F.D. dtd.06.03.98 respectively the E.M.D. will be forfeited in case, where bidders/tenderers back out from the offer before acceptance of tender by the competent authority.

vii) Before commencement of the STMC, the successful bidder shall submit a maintenance programme indicating the proposed arrangements for inspection, routine maintenance, repair and attending to urgent / emergency maintenance requirements of the roads covered under the Contract.

The Contractor shall carry out the maintenance activities within the time limits prescribed in the Contract and as directed by the Engineer-in-Charge. Failure to attend to or complete the required maintenance activities within the stipulated time shall attract action, including recovery of compensation / penalty / liquidated damages, as provided in the Contract.

35. That for the purpose of jurisdiction in the event of disputes if any of the contract would be deemed to have been entered in to within the State of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.
36. The contractor should be liable to fully indemnify the department for payment of compensation under workman Compensation Act. VIII of 1923 on any account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.
37. Bidders are required to abide by the fair wages clause as introduced by Govt. of Odisha, Works Department Letter No.-VIII-R 8/5225 Dtd. 26.02.55 and No. IIM- 56/628842(5) Dtd.27.09.61 as amended from time to time.
38. In case of any complaint by the labour working about the nonpayment or less payment of his wages as per latest minimum Wages Act, the Divisional Officer/Superintending Engineer will have the right to investigate and if the contractor is found to be in default, he may recover such amount due from the contractor and pay such amount to the labour directly under intimation to the local labour office of the Govt. The contractor shall not employ child labour. The decision of the Divisional Officer is final and binding on the contractor.
39. The contractor shall bear cost of various incidentals, sundries and contingencies necessitated by work in full within the following or similar category.
 - a. Rent, royalties and other charges of materials, including all taxes as applicable, ferry, tolls conveyance charge and other cost on account of land and building including temporary building and temporary electric connection to work site as well as construction of service road and diversion road and its maintenance till completion of work as required by the bidders for Collection of materials, storage, housing of staff or other purpose of the work. No bidder will however be liable to pay Govt. for temporary occupation of land owned by Govt. at the site of the work.
 - b. Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements therein to the satisfaction of the local health authorities.
 - c. Suitable water supply including pipe water supply wherever available for the staff and labour.
 - d. Fees and duties levied by the municipal, canal or water supply authorities.
 - e. Suitable equipment's and wearing apparatus for the labour engaged in risky operations.
 - f. Suitable fencing barriers, signals including paraffin and electric signal where necessary at works and approaches in order to protect the public and employees from accidents.
 - g. Compensation including the cost of any suit for injury to persons or property due to neglect of any major precaution also become payable due to operation of the workmen compensation act.
 - h. The contractor has to arrange adequate lighting arrangement for the work where ever necessary at his own cost.
40. After the work is finalized, all surplus materials should be removed from the site of work. Preliminary work such as vats, mixing platforms etc. should be dismantled and all materials removed from the site and premises left neat and clean, this should be inclusive of the rate.
41. No payment will be made for bench marks, level pillars profiles and benching and levelling the ground where required. The percentage rate to be quoted should be inclusive of carriage of all materials and incidental item of works.
42. It should be understood clearly that no claim what-so-ever will be entertained to extra items of works, extra quantity of any item besides agreement quantity unless written order is obtained from the Engineer-in-charge and rate settled before the extra items of work or extra quantity of any items of work is taken up.
43. The bidder shall have to abide by the C.P.W.D. safety code rules introduced by the Government of India, Ministry of work Housing and Supply in their standing order No-44150 dtd.25.11.57.
44. Bid documents consisting of plans, specifications, the schedule of quantities and the set of terms and conditions of contract and other necessary documents can be seen in all the offices issuing the documents and office of the Engineer-in-Chief (Civil) during office hours everyday except on Sundays and Public Holidays till last date of sale and receipt of bid documents. Interested bidders may obtain further information at the same address. But it must be clearly understood that the bids must be received in order and according to the instructions.

45. Bidders are required to go through each clause of P.W.D. Form **P-1** carefully in addition to the clause mentioned herein before tendering. In case of ambiguity, the clauses of P.W.D Form **P-1** with latest amendments shall **supersede** the condition of **D.T.C.N.**
46. All reinforced cement concrete work should conform to IRC Code and Bridge Code section I, II, III, IV and VII & latest design criteria for prestressed concrete bridges specifically for road and bridges issued by MoSRT&H, Govt. of India. MoSRT&H Specification for Road & Bridge work (Latest Revision) shall be the guiding book for execution, quality assurance, specification and measurement for all items of Road & Bridge works.
47. Steel shuttering & centering shall be used which shall be lined with suitable sheeting and made leak proof and water tight.
48. The Department will have the right to inspect the scaffolding, centering and shuttering made for the work and can reject partly or fully such structures if found defective in their opinion.
49. Concrete should be machine mixed unless otherwise ordered in writing by the Divisional Officer. The contractor should arrange his own Batch mix plant, concrete mixer, vibrator, and pumps etc, for this purpose at his own cost.
50. Cement shall be used by bags and weight of one bag of cement being taken as fifty (50) Kg.
51. The bidder should arrange the materials like Steel, Cement, paint and bitumen etc. of approved quality and specification at his own cost for carrying out the maintenance works within the time schedule. No extension of time will be granted on the application of the bidder due to delay in procurement of materials.
52. The bidder will be responsible for the loss or damage of any departmental materials during transit and in the execution of the work due to reasons what – so-ever and the cost of such materials will be recovered from the bills at stock issue rates or market rates whichever is higher.
53. If the bidder removes Government materials supplied to him from the site of work with a view to dispose of the same dishonestly, he shall be in addition to any other liability civil or criminal arising out of his contract be liable to pay a penalty equivalent to five times of the price of the materials according to the stock issue rate or market rate whichever is higher. The penalty so imposed shall be recovered at any time from any sum that may then or at any time thereafter become due to the bidder or from his security deposit or from the proceeds of sale thereof.
54. **Deleted**
55. The contractor should at his own cost arrange necessary tools and plants required for the efficient execution of work and the rates quoted should be inclusive of the running charges of each plant and cost of conveyance.
56. **Deleted.**
57. **Deleted.**
58. **Deleted.**
59. **Deleted.**
60. **Deleted.**
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71. **Deleted.**
72. **Deleted.**
73. **Deleted.**
74. Concrete of strength below of the required strength (as determined by actual tests) shall not be accepted.
75. **Deleted.**
76. No claim for carriage of water what-so-ever will be entertained as this has been included in the estimate and the bidder has to quote his / their rate accordingly.
77. **Deleted.**
78. **Deleted.**
79. It is the responsibility of the contractor to procure and store explosive required for blasting operation. Department may render necessary possible help for procuring license.
80. **Deleted.**

81. **Amendment of existing Clauses :-** By admission of a tender for the work, a tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the work, about the quality and availability of the required quantity of material including the wheat/ rice referred to above, medical aid, labour and food stuff etc., and that rates quoted by him in the tender will be adequate to carry out the maintenance works according to the specifications attached thereto and that he had taken in to account all conditions and difficulties that may be encountered during its progress and to have quoted rates including labour and materials, octroi ,other duties, lead, lifts, loading and unloading, freight for all materials and all other charges necessary for the **proper performance of the maintenance works during the contract period**, to the entire satisfaction of the Engineer-in –Charge of the work and his authorized subordinates. After acceptance of the contract rate Government will not pay any extra charges for any reason in case the contractor claims later on to have misjudged as regard availability of materials, labour and other factors. The rates quoted by the Contractor shall be excluding GST. GST as applicable for works contract shall be payable to Contractor on bill amount.
82. The prevailing percentage of I. T. Department of the gross amount of the bill towards income tax will be deducted from the contractor's bill.
83. Prevailing rate of TDS on GST as applicable under Act on the gross amount of the bill will be deducted from the contractor's bill as tax deduction at source (TDS) as per rules.
84. The contractor is required to pay royalty to Govt. towards use of minor minerals and produce such documents in support of their payment to the concerned Divisional Officer with their bills, falling which the amount towards royalties of different materials as utilized by them in the work will be recovered from their bills and deposited in the Government revenue. This is as per the Gazette Notification No.2280 dtd.15.12.2016 of Steel & Mines Department, Government of Odisha.
85. CESS @ 1 (one)% of the amount of each bill shall be proportionately deducted from the Contractor's bill at the time of making payment of each bill.
86. Under no circumstances interest is chargeable for the dues or additional dues if any payable for the work.
87. Under section 12 of contractors labour (Regulation and Abolition) Act. 1970 the contractor who undertakes execution of work through labour should produce valid license from licensing authorities of labour Department.
88. **Sample of all material** - The contractor shall supply sample of all materials fully before procurement for the work for testing and acceptance as may be requiring by the concerned Divisional Officer.
89. In case of Short Term Maintenance Contract (STMC), the Contractor shall be responsible for maintenance, repair and rectification of the roads covered under the Contract throughout the STMC contract period of one year, in accordance with the provisions of the Agreement, Applicable Laws, Applicable Permits, MORTH Specifications for Road and Bridge Works, relevant IRC publications and the Maintenance Schedule forming part of this DTCN.

There shall be no separate Defect Liability Period after expiry of the STMC contract period. The Contractor's maintenance obligations shall remain applicable throughout the entire STMC contract period and shall be governed by the Maintenance Schedule and other conditions of the Agreement.

The Contractor shall repair and rectify the defects, deficiencies and deterioration in the roads within the time limits specified in the Maintenance Schedule. In case of failure of the Contractor to undertake the required maintenance, repair or rectification within the stipulated time, the Engineer-in-Charge/Competent Authority shall be entitled to take appropriate action in accordance with the provisions of the Agreement, including reduction/recovery of payment and/or getting the work executed at the risk and cost of the Contractor, as applicable.

1.1 Deleted

1.2 Deleted

1.3 Deleted

1.4 Deleted

2. Maintenance

1. The central objective of maintenance activities is to ensure the ongoing functionality and safety of the road network, specifically by permitting safe, smooth and uninterrupted flow of traffic on the road.

2. Efficient maintenance requires the constant operation and upkeep of necessary support systems. The Contractor is responsible for the operation and maintenance of all communication, patrolling, and administrative systems required for the efficient maintenance of the road/bridges and other structures.

3. A critical component of maintenance involves safeguarding the integrity of the Project site. The Contractor is responsible for continuous monitoring and must inform the Authority of any unauthorized use of the State PWD road and any encroachments on the road/ bridges and other structures.

2.1 Deleted

2.2 Deleted

2.3 In respect of any Defect or deficiency not specified in the maintenance Schedule at Annexure-I, the Contractor shall, at its own cost, undertake repair or rectification in accordance with Good Industry Practice, save and except to the extent that such Defect or deficiency shall have arisen on account of any willful default or neglect of the Competent Authority or a Force Majeure Event.

2.4 The Contractor shall remove promptly from the road any waste materials (including hazardous materials and waste water), rubbish and other debris (including, without limitation, accident debris) and keep the road in a clean, tidy and orderly condition, and in conformity with the Applicable Laws, Applicable Permits and Good Industry Practice for maintenance of the road during the subsistence of the Agreement.

2.5 The Contractor shall ensure and procure that at all times during the Maintenance Period, the **STMC roads** conforms to the maintenance requirements set forth in the maintenance Schedule (the "Maintenance Requirements").

2.6 The Contractor shall prepare a monthly maintenance programme (the "Maintenance Programme") in consultation with the competent authority and submit the same to the competent authority not later than 10 (ten) days prior to the commencement of the month in which the Maintenance is to be carried out. For this purpose, a joint monthly inspection by the Contractor and the competent authority shall be undertaken. The Maintenance Programme shall contain the following

1. The condition of the STMC road in the format prescribed by the Competent Authority
2. The proposed maintenance Works, and
3. Deployment of resources for maintenance Works

2.7 Deleted

2.8 Lane closure

1. The Contractor shall not close any lane of the road for undertaking maintenance works except with the prior written approval of the competent authority. Such approval shall be sought by the Contractor through a written request to be made at least 10 (ten) days before the proposed closure of the lane and shall be accompanied by particulars thereof. Within 5(five) business days of receiving such a request, the competent authority shall grant permission with such modifications as it may deem necessary, and a copy of such permission shall be sent to the competent Authority.

2. Upon receiving the permission pursuant to the above clause, the Contractor shall be entitled to close the designated lane for the period specified therein. The Contractor shall ensure that the lane is reopened within the permitted period and shall be liable for damages/penalty as prescribed in the Agreement for any delay in reopening the lane or for any unauthorized closure resulting from failure of the Contractor.

2.9 Reduction of payment by Competent Authority for non-performance of Maintenance obligations

1. In the event that the Contractor fails to repair or rectify any Defect or deficiency set forth in maintenance schedule within the period specified therein, it shall be deemed as failure of performance of Maintenance obligations by the Contractor and the competent Authority shall be entitled to effect reduction in monthly lump sum payment for maintenance in accordance with Annexure-II, without prejudice to the rights of the Authority under the Agreement, including declaration of the contractor as Non-Performer thereof.

2. If the nature and extent of any Defect justify more time for its repair or rectification than the time specified in the maintenance schedule, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Competent Authority and conveyed to the Contractor and the Authority with reasons thereof.

2.10 Competent Authority's right to take remedial measures

In the event the Contractor does not maintain and/or repair the road or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the Maintenance Inspection Report or a notice in this behalf from Competent Authority, as the case may be, the competent Authority shall, without prejudice to its rights under the Agreement including declaration of the contractor as Non-Performer thereof, be entitled to undertake such

remedial measures at the cost of the Contractor, and to recover its cost from the Contractor. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty per cent) of such cost shall be paid by the Contractor to the Competent Authority as Damages.

Save as otherwise provided in the Agreement, in the event that any of the defaults specified in the agreement shall have occurred, and the Contractor fails to cure the default within the Cure Period set forth in the agreement, or where no Cure shall be deemed to be in default of the Agreement (the "Contractor Default"), unless Period is specified, then within a Cure Period of 60 (sixty) days the Contractor the default has occurred solely as a result of any breach of this Agreement by the Authority include that the Contractor fails or stops Work and/or the Maintenance for 30 (thirty) days without reflecting the same in the current programme and such stoppage has not been authorized by the Competent Authority

2.11 Restoration of loss or damage to Road

In the event that the road or any part thereof suffers any loss or damage during the Maintenance from any cause attributable to the Contractor, the Contractor shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the road conforms to the provisions of the Agreement.

2.12 Overriding powers of the Competent Authority

1. If in the reasonable opinion of the competent Authority, the Contractor is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause material hardship or danger to the Users and pedestrians, the competent Authority may, without prejudice to any of its rights under the Agreement including declaration of the contractor as Non-Performer thereof, by notice require the Contractor to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.

2. In the event that the Contractor, upon notice from the competent authority, fails to rectify or remove any hardship or danger within a reasonable period, the competent Authority may exercise overriding powers and take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the competent Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder, provided further that any costs and expenses incurred by the competent Authority in discharge of its obligations hereunder shall be recovered by the competent Authority from the Contractor, and the competent Authority shall be entitled to deduct any such costs and expenses incurred from the payments due to the Contractor for the performance of its Maintenance obligations.

2.13 In the event of a national emergency, civil commotion or any other circumstances the competent Authority may take over the performance of any or all the obligations of the Contractor to the extent deemed necessary by it, and exercise such control over the road or give such directions to the Contractor as may be deemed necessary, provided that the exercise of such overriding powers by the competent Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the competent Authority. For the avoidance of doubt, it is agreed that the consequences of such action shall be dealt in accordance with the provisions of Force majeure. It is also agreed that the Contractor shall comply with such instructions as the competent Authority may issue in pursuance of the provisions of this Clause and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.

2.14 Taking over Certificate

The Maintenance Requirements set forth in the maintenance schedule having been duly carried out during the Maintenance Period, as set forth in the agreement which has expired and the competent authority determining the Tests on Completion of Maintenance to be successful.

2.15 Supervision and Monitoring during Maintenance

1. The competent authority shall undertake regular inspections to evaluate continuously the compliance with the Maintenance Requirements.

2. The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage systems in accordance with the guidelines contained in IRC: SP35. Report of this inspection, together with details of proposed maintenance works as required, shall be conveyed to the competent authority forthwith. The Contractor shall complete the proposed maintenance works before the onset of the monsoon and send a compliance report to the competent authority. Post monsoon inspection shall be undertaken by the Contractor and the inspection report together with details of any damages observed and proposed action to remedy the same shall be conveyed to the competent authority forthwith.

3. The competent authority may inspect the road at any time, but at least once every month, to ensure compliance with the Maintenance Requirements. It shall make a report of such inspection ("Maintenance Inspection Report") stating in reasonable detail the Defects or deficiencies, if any, with particular reference to the Maintenance Requirements, the Maintenance Manual, and the Maintenance Programme, and send a copy thereof to the Authority and the Contractor within 10 (ten) days of such inspection.

4. After the Contractor submits to the competent authority the Monthly Maintenance Statement for the road, the competent authority shall carry out an inspection within 10 (ten) days to certify the amount payable to the Contractor. The competent authority shall inform the Contractor of its intention to carry out the inspection at least 3 (three) business days in advance of such inspection. The Contractor shall assist the competent authority in verifying compliance with the Maintenance Requirements:

5. For each case of non-compliance of Maintenance Requirements as specified in the inspection report, the competent authority shall calculate the amount of reduction in payment in accordance with the formula specified in Annexure-

6. Any deduction made on account of non-compliance will not be paid subsequently, even after establishing the compliance thereof. Such deductions will continue to be made every month until the compliance is procured.

2.16 Tests

1. For determining that the road conforms to the Maintenance Requirements, the competent authority shall require the Contractor to carry out, or cause to be carried out, Tests specified by it in accordance with Good Industry Practice. The Contractor shall, with due diligence, carry out or cause to be carried out all such Tests in accordance with the instructions of the competent authority and furnish the results of such Tests forthwith to the Authority/Engineer-in-Charge.

2. At any time during the Maintenance Period, the competent Authority may appoint an external technical auditor to conduct an audit of the quality of the Works. The Auditor, in the presence of the representatives of the Contractor and the competent authority, shall carry out the Tests and/ or collect samples for testing in the laboratory. The timing, the testing equipment and the sample size of this audit shall be as decided by the Authority. The findings of the audit, to the extent accepted by the Authority, shall be notified to the Contractor and the competent authority for taking remedial measures. After completion of the remedial measures by the Contractor, the auditor shall undertake a closure audit, and this process will continue till the remedial measures have brought the maintenance works into compliance with the Specifications and Standards. The Contractor shall provide all assistance as may be required by the auditor in the conduct of its audit hereunder. Notwithstanding anything contained in this Clause, the external technical audit shall not affect any obligations of the Contractor or the competent authority under the Agreement.

3. Safety Audit: The Engineer-in-Charge shall carry out, or cause to be carried out, a safety audit to determine conformity of the road and Bridge Projects on State PWD Roads with the safety requirements and Good Industry Practice as per the relevant IRC Code.

2.17 Reports of unusual occurrences

The Contractor shall, during the Maintenance Period, prior to the close of each day, send to the competent authority, by facsimile or e-mail, a report stating accidents and unusual occurrences on the road relating to the safety and security of the Users. A monthly summary of such reports shall be sent within 3 days of the closing of the month. For the purpose of this Clause, unusual occurrences on the road shall include

1. accident, death or severe injury to any person
2. damaged or dislodged fixed equipment
3. flooding of the road, and
4. any other unusual occurrence.

2.18 Monthly Maintenance Statement of the road

The Contractor shall submit to the competent authority a monthly maintenance statement ("Monthly Maintenance Statement") in 3 (three) copies by the 7th (seventh) day of each month for the Maintenance of the road during the previous month

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2.20 Deleted

2.21 Deleted

2.22 Deleted

2.23 Insurance for Contractor's Defects Liability

The Contractor shall effect and maintain insurance cover of not less than 15% of the Contract Price for the **Maintenance Works** from the date of commencement of the **STMC Contract Period** until the end of the **STMC Contract Period** for any loss or damage for which the Contractor is liable and which arises from a cause occurring during the **STMC Contract Period**.

MAINTENANCE SCHEDULE

Maintenance Requirements.

1 Maintenance Requirements

- i. The Contractor shall, at all times maintain the road in accordance with the provisions of the Agreement, Applicable Laws and Applicable Permits.
- ii. The Contractor shall repair or rectify any Defect or deficiency set forth in Paragraph 2 of this maintenance Schedule within the time limit specified therein and any failure in this behalf shall constitute non-fulfilment of the Maintenance obligations by the Contractor. Upon occurrence of any breach hereunder, the competent authority shall be entitled to effect reduction in monthly lump sum payment as set forth in the Agreement, without prejudice to the rights of the Authority under this Agreement, including Termination thereof.
- iii. All Materials, works and construction operations shall conform to the MORTH Specifications for Road and Bridge Works, and the relevant IRC publications. Where the specifications for work are not given, Good Industry Practice shall be adopted.

2. Repair/rectification of Defects and deficiencies

The obligations of the Contractor in respect of Maintenance Requirements shall Include repair and rectification of the Defects and deficiencies specified in Annex-1 of this Maintenance Schedule within the time limit set forth therein.

3. Other Defects and deficiencies

In respect of any Defect or deficiency not specified in Annex I of this Maintenance Schedule, the Engineer-In-charge may, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards, and any deviation or deterioration beyond the permissible limit shall be repaired or rectified by the Contractor within the time limit specified by the Engineer-in-charge.

4. Extension of time limit

Notwithstanding anything to the contrary specified in this Maintenance Schedule, if the nature and extent of any Defect or deficiency justifies more time for its repair or rectification than the time specified herein, the Contractor shall be entitled to additional time in conformity with Good Industry Practice. Such additional time shall be determined by the Engineer in charge and conveyed to the Contractor and the Authority with reasons thereof.

5. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Maintenance Schedule, if any Defect, deficiency or deterioration in the roads poses a hazard to safety or risk of damage to property, the Contractor shall promptly take all reasonable measures for eliminating or minimizing such danger.

6. Daily inspection by the Contractor

The Contractor shall, through its engineer, undertake a daily visual inspection of the road and maintain a record thereof in a register to be kept in such form and manner as the Engineer in charge may specify. Such record shall be kept in safe custody of the Contractor and shall be open to inspection by the Competent Authority and the Engineer in charge at any time during office hours.

7. Pre-monsoon inspection/Post-monsoon Inspection

The Contractor shall carry out a detailed pre-monsoon inspection of all bridges, culverts and drainage system before 1st June every year in accordance with the guidelines contained in IRC: SP35. Report of this inspection together with details of proposed maintenance works as required on the basis of this inspection shall be sent to the Engineer in charge before the 10th June every year. The Contractor shall

complete the required repairs before the onset of the monsoon and send to the Engineer in charge a compliance report. Post monsoon Inspection shall be done by 30th September and the inspection report together with details of any damages observed and proposed action to remedy the same shall be sent to the Engineer in charge.

8. Repairs on account of natural calamities

All damages occurring to the road on account of a Force Majeure Event or default or neglect of the Authority shall be undertaken by the Authority at its own cost. The Authority may instruct the Contractor to undertake the repairs at the rates agreed between the Parties.

Maintenance Schedule
Annex - I
Repair/rectification of Defects and deficiencies

The Contractor shall repair and rectify the Defects and deficiencies specified in this. Maintenance Schedule within the time limit set forth in the table below.

Table -1: Maintenance Criteria for Pavements:

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specification
		Desirable	Acceptable					
Flexible pavement (Pavement of MCW, Service Road, approaches	Potholes	Nil	<0.1% of area and subject to limit of 10 mm in depth	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC 82:2015 and Distress Identification Manual for Long Term Pavement Performance Program, FHWA 2003 (http://www.tfhrcc.com/pavement/ltpp/reports/03031/)	24-48 hours	MORT&H Specification 3004.2

Asset Types of Grade Structure, approaches of connecting roads, slip roads lay byes etc. as applicable	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specification
		Desirable	Acceptable					
	cracking	Nil	<5% subject to limit of 0.5 sqm for any 50 m length	Daily			7-15 days	MORT&H Specifics tin 3004.3
	Rutting	Nil	<5 mm	Daily	Straight Edge		15-30 days	MORT&H Specifics tin 3004.2
	Corrugations and Shoving	Nil	<0.1% of area	Daily	Length Measurement Unit like		2-7 days	IRC:82-2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification / Repair	Maintenance Specification
		Desirable	Acceptable					
	Bleeding	Nil	<1% of area	Daily	Scale, Tape odometer etc.		3-7 days	MORT&H Specifics tin 3004.4
	Ravelling/Stripping	Nil	<1% of area	Daily			7-15 days	IRC:82-2015 read with IRC SP-81
	Edge Deformation/ Breaking	Nil	< 1 m for any 100 m section and width < 0.1 m at any location, restricted.	Daily			7-15 days	IRC:82-2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specification
		Desirable	Acceptable					
			d to 30 cm from the edge					
	Roughness BI	2000 mm/km	2400 mm/km	BI-Annually	Class-I Profilometer SCRIM (Sideway force Coefficient Routine Investigation Machine or equivalent)	Class I Profilometer: ASTM E950 (98) 2004 - Standard Test Method for measuring Longitudinal Profile of Travelled Surfaces with Accelerometer Established Inertial Profiling Reference ASTM E1656-94: 2000- Standard Guide for Classification of Automatic Pavement Condition Survey Equipment	180 days	IRC:82-2015
	Skid Number	60SN	50SN	BI-Annually			180 days	BS7941-1:2006
	Pavement Condition Index	3	2.1	BI-Annually			180 days	IRC:82-2015

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specifications
		Desirable	Acceptable					
	Other Pavement Distresses			BI-Annually			2-7 days	IRC:82-2015
	Deflection/ Remaining Life			BI-Annually	Falling Weight Deflectometer	IRC 115:2014	180 days	IRC:115-2014
Rigid Pavement (Pavement of MCW, Service Road, Grade structure,	Roughness BI	2200 mm/km	2400 mm/km	BI-Annually	Class: Profilometer	ASTM E950 (98):2004 and ASTM E1656-94:2000	180 days	IRC:SP:83-2008
	Skid	Skid Resistance no. at different speed of vehicles		BI-Annually	SCRIM (Sideway force	IRC:SP:83-2008	180 days	IRC:SP:83-2008

Asset Type approaches of connecting roads, slip roads, lay byes etc. as applicable)	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specification
		Desirable	Acceptable					
		Minimum SN	Traffic Speed (Km/h)		Coefficient Routine Investigation			

		36	50		Machine or equivalent)			
		33	65					
		32	80					
		31	95					
		31	110					

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specification
		Desirable	Acceptable					
Embankment/ Slope	Edge drop at shoulders	Nil	40 mm	Daily	Length Measurement Unit like Scale, Tape, odometer etc.	IRC	7-15 days	MORT&H Specification 408.4
	Slope of camber/ cross fall	Nil	<2% variation in prescribed slope of camber/ cross fall	Daily			7-15 days	MORT&H Specification 408.4
	Embankment Slopes	Nil	<15% variation in prescribe	Daily			7-15 days	MORT&H Specification 408.4

Asset Type	Performance Parameter	Level of Service (LOS)		Frequency of Inspection	Tools/ Equipment	Standards and References for Inspection and Data Analysis	Time limit for Rectification/ Repair	Maintenance Specification
		Desirable	Acceptable					
			Side slope					
	Embankment Protection	Nil	Nil	Daily	NA		7-15 days	MORT&H Specification
	Rain Cuts/Gullies in slope	Nil	Nil	Daily Specially During Rainy Season	NA		7-15 days	MORT&H Specification

In addition of the above performance criterion, the contractor shall strictly maintain the rigid pavements as per requirements in the following table

Table-2: **Maintenance Criteria for Rigid Pavements:**

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair action	
					For the case d < D/2	For the case d > D/2
CRACKING						
1	Single Discrete Cracks Not intersecting with any joint	w=width of crack l= length of crack d=depth of crack D=depth of slab	0	Nil, not discernible	No Action	Not applicable
			1	W<0.2 mm. hair cracks		
			2	W=0.2-0.5 mm, discernible from slow moving car	Seal without delay	Seal, and stitch if L > 1m. Within 7 days
			3	W=0.5-1.5mm. discernible from fast moving car		

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair action	
					For the case d < D/2	For the case d > D/2
			4	W=1.5-3.0 mm	Seal, and stitch If L > 1 m. Within 7 days	Staple or Dowel Bar Retrofit, FDR for affected portion. Within 15 days
			5	w > 3 mm		
			0	Nil, not discernible	No Action	
2	Single Transverse (or Diagonal) crack intersecting with one or more joints.	w=width of crack l= length of crack d=depth of crack D=depth of slab	1	w < 0.2 mm, hair cracks	Route and seal with epoxy. Within 7 days	Staple or Dowel Bar Retrofit, Within 15 days
			2	W=0.2-0.5 mm, discernible from slow vehicle		
			3	W=0.5-3.0 mm, discernible from fast vehicle	Route, seal and stitch, if L > 1 m. Within 7 days	

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
			4	w = 3.0 -6.0 mm	Dowel Bar Retrofit. Within 15 days	Full Depth Repair Dismantle and reconstruct affected. Portion with norms See Para 5.5 & 9.2 Within 15days
			5	w > 6 mm. usually associated with spalling, and/or slab rocking under traffic	Not Applicable, as it may be full depth	
3	Single Longitudinal Crack intersecting with one or more joints	w = width of crack L = length of crack d = depth of crack D = depth of slab	0	Nil, no: discernible	No Action	
			1	w < 0.5 mm, discernible from slow moving vehicle	Seal with epoxy, if L > 1 m. Within 7 days	Staple or dowel bar retrofit. Within 15days
			2	w = 0.5 - 3.0 mm, discernible from fast vehicle	Route seal and stitch, if L > 1 m. Within 15 days	
			3	w = 3.0 - 6.0 mm	Staple, If L> 1 m Within 15 days	Partial Depth Repaired with stapling. Within 15 days
			4	w = 6.0 - 12.0 mm, usually associated with spalling	Not Applicable, as it may be full depth	
			5	w > 12 mm, usually associated with spalling, and/or slab rocking under Traffic		Full Depth Repaired Dismantle and reconstruct affected portion as per norms and specifications – See para 5.6.4 Within 15 days

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
4	Multiple Cracks intersecting with one or more joints	w = width of crack	0	Nil, not discernible	No Action	
			1	w < 0.2 mm, hair cracks	Seal, and stitch if L > 1 m. Within 15 days	
			2	w = 0.2 - 0.5 mm. discernible from slow vehicle		
			3	w = 0.5 - 3.0 mm, discernible from fast vehicle	Full depth repair within 15 days	
			4	w = 3.0 – 6.0 mm panel broken into 2 or 3 pieces		
			5	w > 6 mm and/or panel broken into more than 4 pieces		

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
5	Corner Break	w = width of crack L= length of crack	0	Nil, not discernible	No Action	
			1	w < 0.5 mm; only 1 corner broken	Seal with low viscosity epoxy to secure broken parts Within 7 days	Seal with epoxy seal with epoxy Within 7days
			2	w < 1.5 mm; L < 0.6 m, only one corner broken		
			3	w < 1.5 mm; L < 0.6 m, two corners broken	Partial Depth (Refer Figure 8.3 of IRC.:SP: 83-2008) Within 15days	Full depth repair
			4	w > 1.5 mm; L > 0.6 m or three corners broken		
			5	Three or four corners broken		Reinstate sub-base, and reconstruct the slab as per norms and specifications within 30 days

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
6	Punchout (Applicable to Continuous	w = width of crack L = length	0	Nil, not discernible		No Action
			1	$w < 0.5$ mm; $L < 3$ m/m ²	Not Applicable, as it may be full	Seal with low viscosity epoxy to secure broken

	Reinforced Concrete Pavement (CRCP) only	(m/m ²)	2	either w > 0.5 mm or L < 3 m/m ²	depth	parts. Within 15days
			3	w > 1.5 mm and L < 3 m/m ²		
			4	w > 3 mm, L < 3 m/m ² and deformation		
			5	w > 3 mm, L > 3 m/m ² and deformation		Full depth repair - Cut out and replace damaged area taking care not to damage reinforcement Within 30days

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
Surface Defects						
7	Raveling or Honeycomb type surface	r = area damaged surface / total Surface of slab (%) h = maximum depth of damage	0	Nil, not discernible	Short Term	Long Term
					No action.	Not Applicable
			1	$r < 2 \%$	Local repair of areas damaged and liable to be damaged. Within 15 days	
			2	$r = 2-10 \%$		
			3	$r = 10-25\%$	Bonded Inlay, 2 or 3 slabs if affecting. Within 30 days	
			4	$r = 25 - 50 \%$		
			5	$r > 50\%$ and $h > 25$ mm	Reconstruct slabs, 4 or more slabs If affecting. Within 30 days	

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action		
					For the case $d < D/2$	For the case $d > D/2$	
8	Scaling	r = damaged surface / total surface of slab (%) h = maximum depth of damage.	0	Nil, not discernible	Short Term	Long Term	
					No action	Not Applicable	
			1	$r < 2 \%$	Local repair of areas damaged and liable to be damaged. Within 7days		
			2	$r = 2 - 10 \%$			
			3	$r = 10 - 20\%$	Bonded Inlay within 15 days		
			4	$r = 20 - 30 \%$			
			5	$r > 30 \%$ and $h > 25$ mm	Reconstruct slab within 30 days		

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
9	Polished Surface / Glazing	t = texture depth, sand patch test	0		No action.	Not Applicable
			1	t > 1 mm	Monitor rate if deterioration	
			2	t = 1 - 0.6 mm		
			3	t = 0.6 - 0.3 mm		
			4	t = 0.3 - 0.1 mm		
			5	t < 0.1 mm	Diamond Grinding if affecting 50% or more slabs in a continuous stretch of Minimum 5 km. Within 30 days	

S. No.	Type of Distress	Measured Parameter	Degree of Severity	Assessment Rating	Repair Action	
					For the case $d < D/2$	For the case $d > D/2$
10	Popout (Small Hole), Pothole Refer Para 8.4	n = number/m ² d = diameter r = maximum depth	0	$d < 50$ mm; $h < 25$ mm; $n < 1$ per 5 m ²	No action.	Not Applicable
			1	$d = 50 - 100$ mm; $h < 50$ mm; $n < 1$ per 5 m ²	Partial depth repair 65 mm deep. Within 15 days	
			2	$d = 50 - 100$ mm; $h > 50$ mm; $n < 1$ per 5 m ²		
			3	$d = 100 - 300$ mm; $h < 100$ mm $n < 1$ per 5 m ²	Partial depth repair 110 mm i.e.10 mm more than the depth of the hole Within 30 days	
			4	$d = 100 - 300$ mm; $h > 100$ mm; $n < 1$ per 5 m ²		

			5	d > 300 mm; h > 100 mm; n > 1 per 5 m ²	Full depth repair. Within 30 days	
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Joint Defects						
11	Joint Seal Defects	Loss or damage L=Length as % total joint length	0	Difficult to discern.	Short Term	Long Term
					No action.	Not Applicable
			1	Discernible, L < 25% but of little Immediate consequence with regard to ingress of water or trapping incompressible material.	Clean joint, inspect later.	
			3	Notable. L > 25% insufficient protection against ingress of water and trapping Incompressible material.	Clean and reapply sealant in selected locations. Within 7 days	
			5	Severe; w > 3 mm negligible protection against ingress of water and trapping incompressible material.	Clean, widen and reseal the joint. Within 7 days	

12	Spalling of Joints	W = width on either side of the joint L = length of spalled Portion as joint length)	0	Nil, not discernible	No action.	Not applicable
			1	W < 10 mm	Apply low viscosity epoxy resin/ mortar in cracked portion.	
			2	W = 10 - 20 mm, L, < 25%	Within 7 days	
			3	W = 20-40 mm, L, > 25%	Partial Depth Repair. Within 15 days	
			4	W = 40-80 mm, L > 25%	30 - 50 mm deep, h = w + 20% of w, within 30 days	
			5	W > 80 mm, and L, > 25%	50 - 100 mm deep repair. H = w + 20% of w. Within 30 days	

13	Faulting (or Stepping)	f = difference of level	0	not discernible, < 1 mm	No action.	No action.
	in Cracks or joints		1	f < 3 mm		
			2	f = 3 - 6 mm	Determine cause and observe, take action for diamond grinding	Replace the slab as appropriate. Within 30 days
			3	f = 6 -12 mm	Diamond Grinding	
			4	f= 12 -18 mm	Raise sunken slab,	Replace the slab as appropriate. Within 30days
			5	f> 18 mm	Strengthen subgrade and sub-base by grouting and raising sunken slab	

14	Blowup or Buckling	h = vertical displacement from-normal profile	0	Nil, not discernible	Short Term	Long Term
			1	h < 6 m m	No Action	
			2	h = 6 - 12 mm	Install Signs to Warn Traffic	
			3	h = 12 - 25 mm	within 7 days	
			4	h > 25 mm	Full Depth Repair. Within 30 days	
			5	shattered slabs, i.e. 4 or more pieces	Replace broken slabs. Within 30 days	

15	Depression	b = negative vertical displacement from normal profile L= length	0	Not discernible, h < 5 mm	No action.	Not Applicable
			1	h = 5 -15 mm		
			2	h = 15-30 mm, Nos <20% joints	install Signs to Warn Traffic within 7 days	
			3	h = 30 - 50 mm		
			4	it > 50 mm or > 20 % I joints	Strengthen sub grade. Reinstate pavement at normal level.	
			5	h > 100 mm	if L < 20 m. Within 30 days	

16	Heave	h = positive	0	Not discernible, h < 5 mm	Short Term	Long Term
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		vertical displacement from normal profile. L = length			No action.	Scrabble
			1	h = 5 -15 mm	Follow up.	
			2	h = 15 - 30 mm, Nos <20% joints	Install Signs to Warn Traffic within 7 days	
			3	h = 30 - 50 mm		
			4	h > 50 mm or > 20% joints	Stabilize subgrade. Reinstate pavement at normal level if length < 20mm Within 30 days	
			5	h > 100 mm		

17	Bump	h = vertical displacement from normal profile	0	h < 4 mm	No action	Construction Limit for New Construction.
			1	h = 4 - 7 mm	Grind, in case of new construction within 7 days	
			3	h = 7 - 15 mm	Grind, in case of ongoing Maintenance within 15 days	Replace in case of new construction. Within 30days
			5	h >15 mm	Full Depth Repair. Within 30 days	Full Depth Repair. Within 30days
18	Lane to Shoulder Dropoff	f= difference of level	0	Nil, not discernible < 3mm	Short Term	Long Term
					No action.	
			1	f = 3-10 mm	Spot repair of shoulder within 7 days	
			2	f = 10 - 25 mm		
			3	f = 25 - 50 mm	Fill up shoulder	
			4	f = 50 - 75 mm	within 7 days	For any 100 m stretch Reconstruct shoulder, if affecting 25% or more of stretch. Within 30days
			5	f > 75 mm		

Drainage						
19	Pumping	Quantity of fines and water expelled through open joints and cracks Nos	0	not discernible	No Action	Inspect and repair sub-drainage at distressed sections and upstream.
			1 to 2	slight/ occasional Nos < 10%	Repair cracks and joints Without delay.	
			3 to 4	appreciable/ Frequent 10 - 25%	Lift or jackstay within 30 days.	
		Nos/100 m stretch	5	abundant, crack development > 25%	Repair distressed pavement sections. Strengthen subgrade and subbase. Replace slab. Within 30 days	

20	Ponding	Pending on slabs due to blockage of drains	0-2	No discernible problem	No action.	Action required to stop water damaging foundation within 30 days.
			3 to 4	Blockages observed in drains, but water flowing.	Clean drains etc. within 7 days Follow up.	
			5	Ponding accumulation of water observed.	Clean drains etc. within 7 days Follow up.	

Table -3: Maintenance Criteria for Safety Related Items and Other Furniture Items:

Asset Type	Performance Parameter	Level of Service (LOS)	Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specifications and Standards
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Highway	Availability of Safe Sight Distance	As per IRC SP :84-2014, a minimum of safe stopping sight distance shall be available throughout.			Monthly	Manual Measurement s with Odometer along with video/ image backup	Removal of obstruction within 24 hours, in case of sight line affected by temporary objects such as trees, temporary encroachments. In case of permanent structure or design deficiency: Removal of obstruction/improvement of deficiency at the earliest Speed Restriction boards and suitable traffic calming measures such as transverse bar marking, blinkers, etc. shall be applied during the period of rectification.	IRC:SP 84-2014
		Design SR Speed kmph	Desirable Minimum Sight Distance (m)	Safe Stopping Sight Distance (m)				
		100	360	180				
		80	260	130				
Pavement Marking	Wear	<70% of marking remaining			Bi-Annually	Visual Assessment as per Annexure-F of IRC:35-2015	Re - painting Cat-1 Defect - within 24 hours Cat-2 Defect within 2 months	IRC:35- 2013

Asset Type	Performance Parameter	Level of Service (LOS)			Frequency of Measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification s and Standards
	Day time Visibility	During expected life Service Time Cement Road - 130mcd/m ² /lux Bituminous Road -100 nicd /m ² / lux			Monthly	As per Annexure-D of IRC:35-2015	Re - painting	Cat-1 Defect - within 24 hours Cat-2 Defect - within 2 months	IRC:35- 2015
	Night Time Visibility	Initial and Minimum Performance for dry Retro reflectivity during night time:			3i-Annually	As per Annexure-E of RIC: 35-2015	Re - painting	Cat-1 Defect - within 24 hours Cat-2 Defect – With in 2 months.	IRC:35-2015
		Design Speed	(RL) Retro Reflectivity (rncd/m ² /lux)						
			Initial (7 days)	Minimum Threshold level (TL) & warranty period required up to 2 years					
		Up to 65	200	B0					
		65 - 100	250	120					
		Above 100	350	150					
		Initial and Minimum Performance for Night Visibility under wet condition (Retro Reflectivity)							

Asset Type	Performance Parameter	Level of Services (LOS)	Frequency measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
		Initial 7 days Retro reflectivity : 100 mcd//m2/Lux Minimum Threshold Level : 50 mcd/ M2/ lux					
	Skid Residence	Initial and Minimum performance for Skid Resistance Initial (7 days) : 55BPN Min Threshold : 44 BPN Note : Shall be considered under urban/ city traffic condition encompassing the locations like pedestrian crossings, bus bay, bus stop cycle track intersection delineation,	Bi-Annually	As per Annexure-G of IRC:35-2015		Within 24 hours	IRC:35-2015

		transverse bar markings etc.					
Road signs	Shape and position	Shape and Position as per IRC-67-2012 Signboard should be clearly visible for the design speed of the section.	Daily	Visual with video/ image backup	Improvement of shape, in case if shape is damaged. Relocation as per requirement	48 hours in case of Mandatory Signs, Cautionary and Informatory Signs (Single and Dual post signs) 15 Days in case of Gantry/ Cantilever Sign Boards	IRC:67-2012
	Retro reflectivity	As per specification IRC:67-2012	Bi-Annually	Testing of each	change of signboard	48 hours in case of Mandatory	IRC:67-2012
				Signboard using Retro Reflectivity Measuring Device. In accordance with ASTM D-4956-09		Signs, Cautionary and Informatory Signs (Single and Dual post signs) 1 month in case of Gantry / Cantilever Sign Boards.	
Kerb	Kerb Height	IRC 86:1983 depending upon type of Kerb	Bi-Annually	Use of distance measuring tape	Raising kerb Height	Within 1 Month	IRC 86:1983
	Kerb Painting	Functionality : Functioning of Kerb painting as intended	Daily	Visual with video/ image backup	Kerb Repainting	Within 7 days	IRC 35: 2015
Other Road Furniture	Reflective Pavement Markers (Road Studs)	Numbers and Functionality as per specifications in IRC : SP : 84: 2014 and IRC: 35: 2015 unless specified in Schedule-B	Daily	Counting	New Installation	Within 2 months	IRC : SP:84-2014, IRC:35:2015
	Pedestrian Guardrail	Functionality : Functioning of guardrail as intended	Daily	Visual with video/ image backup	Rectification	Within 15 days	IRC : SP:84:2014
	Traffic Safety Barriers	Functionality : Functioning of Safety Barriers as intended.	Daily	Visual with video/ image backup	Rectification	Within 7 days	IRC : SP:84:2014, IRC-119-2015
	End Treatment of Traffic Safety Barriers	Functionality : Functioning of End Treatment as intended.	Daily	Visual with video/ image backup	Rectification	Within 7 days	IRC: SP:84: 2014
	Attenuators	Functionality : Functioning of Attenuators as intended	Daily	Visual with video/ image backup	Rectification	Within 7 days	IRC : SP:84:2014, IRC-119-2015
	Guard Posts and Delineators	Functionality : Functioning of Guard posts and Delineators as intended	Daily	Visual with video/ image backup	Rectification	Within 15 days	IRC : 79:1981
	Overhead Sign Structure	Overhead Sign Structure shall be structurally adequate.	Daily	Visual with video/ image backup	Rectification	Within 15 days	IRC: SP:67: 2012
	Traffic Blinkers	Functionality : Functioning of Traffic Blinkers as intended	Daily	Visual with video/ image backup	Rectification	Within 7 days	IRC: SP:84: 2014
Highway Lighting System	Highways lights	Illumination : Minimum 40 Lux Illumination on the road surface.	Daily	The Illumination level shall be measured with luxmeter	Improvement in lighting system	24 Hours	IRC: SP:84: 2014
		No major failure in the lighting system	Daily		Rectification of failure	24 Hours	IRC: SP:84: 2014
		No minor failure in the lighting system	Monthly		Rectification of failure	08 Hours	IRC: SP:84: 2014
	Toll Plaza Canopy lights	Minimum 40 Lux Illumination on the road surface	Daily	The Illumination level shall be measured with luxmeter	Improvement in lighting system	24 Hours	IRC: SP:84: 2014
		No major / minor failure in the lighting system	Daily		Rectification of failure	08 Hours	IRC: SP:84: 2014

Tree and plantation including median plantation	Obstruction in a minimum head-room of 5.5mt above carriageway or obstruction in visibility of road signs.	No obstruction due to trees.	Monthly	Visual with video/ image backup	Removal of trees	Immediate	IRC: SP:84: 2014
	Deterioration in health of trees and bushes.	Health of plantation shall be as per requirement of specifications & instructions issued by Authority from time to time.	Daily	Visual with video/ image backup	Timely watering and treatment or Replacement of Trees and Bushes.	Within 90 days	IRC: SP:84: 2014
	Vegetation affecting sight line and road structures.	Sight line shall be free from obstruction by vegetation.	Daily	Visual with video/ image backup	Removal of trees	Immediate	IRC: SP:84: 2014
Rest Areas	Cleaning of toilets		Daily			Every 4 days	
	Defects in electrical water and sanitary installations		Daily		Rectification	24 hours	
Other project facilities and approach roads	Damage or deterioration in approach roads, pedestrian facilities, truck lay-bays, bus-bays, bus shelters, cattle crossings, traffic Aid Posts, Medical Aid Posts and other works		Daily		Rectification	15 days	IRC: SP:84: 2012

Asset Type	Performance Parameter	Level of Services (LOS)	Frequency measurement	Testing Method	Recommended Remedial measures	Time limit for Rectification	Specification and Standards
Pipe/ Box/ Slab/ Culverts	Free waterway / unobstructed flow section	85% of culvert normal flow area to available	2 times in a year (before and after rainy season)	Inspection by Bridge Engineer as per IRC SP : 35-1990 and recording of depth of silting and area of vegetation	Cleaning slit up soils and debris in culvert barrel after rainy season, removal of brushing and vegetation U/s of barrel, under barrel and D/s of barrel before rainy season.	15 days before onset of monsoon and within 30 days after end of rainy season.	IRC 5-2015, IRC SP -40: 1993 and IRC SP : 13-2004
	Leak proof expansion joints if any	No leakage through expansion joints	Bi- Annually	Physical inspection of expansion joints as per IRC SP : 35: 1990 if any, for leakage strains on walls at joints	Fixing with sealant suitably	30 days or before onset of rains whichever comes earlier	IRC SP : 40 : 1993 and IRC SP : 69 : 2011
	Structurally sound	Spilling of concrete not more than 0.25 sqm	Bi- Annually	Detailed inspection of all components of culverts as per IRC SP : 35:1990 and recording the defects.	Repairs to spalling cracking delamination crusting shall be followed as per IRC SP : 40- 1993	15 days	IRC SP : 40 : 1993 and MORTH Specifications clause 2800
		Delamination of concrete not more than 0.25 sqm					
		Cracks wider than 0.3mm not more than 1m aggregate length					
	Protection works in good condition	Damaged of rough stone apron or bank revetment not more than 3 sqm, damage to solid apron (concrete apron) not more than 1 sqm.	2 times in a year (before and after rainy season)	Condition survey as per IRC SP: 35: 1990	Repairs to damaged aprons and pitching	30 days after defect observation or 2 weeks before onset of rainy season whichever is earlier.	IRC : SP 40: 1993 and IRC: SP:13 2004
Bridges including ROBs Flyover etc. as applicable	Riding quality or user comfort	No pothole in wearing coat bridge deck	Daily	Visual inspection as per IRC SP : 35:1990	Repairs to BC or wearing coat	15 days	MORT&H Specification 2811

Bridge – super structure	Bumps	No bump at expansion joint	Daily	Visual inspection as per IRC SP : 35:1990	Repairs to BC on either side of expansion joints, profile correction course on approach slab in case of settlement to approach embankment.	15 days	MORT&H Specification 2004.2 & 2811
	User safety (condition of crash barrier and guard rail)	No damaged or missing stretch of crash barrier of pedestrian hand railing	Daily	Visual inspection and detailed condition survey as per IRC SP: 35: 1990	Repairs and replacement of safety barriers as the case may be	3 days	IRC 5 : 1998 IRC SP:84 : 2014 and SP : 40: 1993
	Rusted reinforcement	Not more than 0.25 sqm	B-Annually	Detailed condition survey as per IRC: SP: 35:1990 using Mobile Bridge Inspection Unit.	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out the repairs to affected concrete portion with epoxy mortar/ concrete.	15 days	IRC: SP:40: 1993 and MORTH specification 1600
	Spilling of concrete	Not more than 0.50 sqm					
	Delamination	Not more than 0.50 sqm					
	Cracks wider than 0.30mm	Not more than 1m total length	B-Annually	Detailed condition survey as per IRC: SP: 35:1990 using Mobile Bridge Inspection Unit.	Grouting with epoxy mortar, investigating causes for cracks development and carry out necessary rehabilitation	48 Hours	IRC: SP:40: 1993 and MORT & H specification 2800
	Rainwater seepage through deck slab	Leakage – nil	Quarterly	Detailed condition survey as per IRC: SP: 35:1990 using Mobile Bridge Inspection Unit.	Grouting of deck slab at leakage areas, water proofing repair to drainage spouts.	1 moth	MORTH specification 2600 & 2700
	Deflection due to permanent loads and live loads	Within design limits	Once in every 10 years for spans more than 40m	Load test method	Carry out major rehabilitation works on bridge to retain original design loads capacity	6 months	IRC SP: 51: 1999
	Vibrations in bridge deck slab due to moving trucks	Frequent of vibrations shall not be more than 5 Hz	Once in every 5 years for spans more than 30m and every 10 years for spans between 15 to 30m	Laser displacement sensors or laser vibro- meters	Strengthening of super structure	4 months	AASHTO LRFD Specifications
	Leakage in Expansion joints	No damage to elastomeric sealant compound in strip seal expansion joint no leakage of rain water through expansion joint in case of buried and asphalt plug and copper strip joint.	B-Annually	Detailed condition survey as per IRC SP : 35: 1990 using Mobile Bridge Inspection Unit	Replace of seal in expansion joints	15 days	MORTH specification 2600 & IRC SP: 40: 1993
	Debris and dust in strip seal expansion joint	No dust or debris in expansion joint gap	Monthly	Detailed condition survey as per IRC SP : 35: 1990 using Mobile Bridge Inspection Unit	Cleaning of expansion joint gaps thoroughly	3 days	MORTH specifications 2600 & IRC SP: 40: 1993
	Drainage spouts	No down take pipe missing / broken below soffit of the deck slab No slit, debris clogging of drainage spout collection chamber	Monthly	Detailed condition survey as per IRC SP: 35: 1990 using Mobile Bridge Inspection Unit	Cleaning of drainage spouts thoroughly, replacement of missing/ broken down take pipes with a minimum pipe extension of 500mm below soffit of slab, providing sealant around the drainage spout if any leakage observed.	3 days	MORTH specification 2700

Bridge sub structure	Cracks / spalling of concrete / rusted steel	No cracks, spalling of concrete / rusted steel	B-Annually	Detailed condition survey as per IRC SP: 35: 1990 using Mobile Bridge Inspection Unit	All the corroded reinforcement shall need to be thoroughly cleaned from rusting and applied with anti-corrosive coating before carrying out repairs to sub structure by grouting / guniting and micro concreting depending on type of defect noticed.	30 days	IRC SP 40:1993 and MORTH Specification 2800
	Bearings	Delamination of bearing reinforcement not more than 5% cracking or tearing of rubber not more than 2 locations per side, no rupture of reinforcement or rubber	B-Annually	Detailed condition survey as per IRC SP: 35: 1990 using Mobile Inspection Unit	In case of failure of even one bearing on any pier/ abutment all the bearing on that pier/abutment shall be replaced. In order to get uniform load transfer on to bearings	3 months	MORTH Specifications 2810 and IRC SP: 40: 199
Bridge Foundations	Scouring around foundations	Sourcing shall not be lower than maximum scour level for the bridge.	B-Annually	Condition survey and visual Inspection as per IRC SP 35: 1990 using Mobile Bridge Inspection Unit. In case of doubt use underwater camera for inspection of deep wells in major rivers	Suitable protection works around pier/ abutment	1 month	IRC SP 40:1993 IRC: 83:2014 MORT Specification 2500
	Protections works in good condition	Damaged of rough stone apron or bank revetment not more than 3 sqm damage to solid apron (concrete apron) not more than 1 sqm)	2 times in a year (before and after rainy season)	Condition survey as per IRC SP : 35 : 1990	Repairs in damaged aprons and pitching.	30 days after defect observations or 2 weeks before onset of rainy season whichever is earlier	IRC SP 40:1993 and IRC SP: 13: 2004
Note :	Any structure during the entire contract period which is found that does not complies with all requirement of this Table will be prepared, rehabilitated or even reconstructed under the scope of the contractor.						

Table 5: Maintenance Criteria for Hill Roads

In addition to above, for hill roads the following provisions for maintenance is also to done.

Hill Roads		
(i)	Damage to Retaining wall/Breast wall	7 (Seven) days
(ii)	Landslides requiring clearance	12 (Twelve) hours
(iii)	Snow requiring clearance	24 (Twenty Four) hours

Note: For all tables 1 to 5 above, latest BIS & IRC standards (even those not indicated herewith) along with MoRTH specifications shall be binding for all maintenance activities.

A. Flexible Pavement

Nature of Defect or deficiency		Time limit for repair/rectification
(b) Granular earth shoulders, side slopes, drains and culverts		
(i)	Variation by more than 1% in the prescribed slope of camber/cross fall (shall not be less than the camber on the main carriageway)	7 (Seven) days
(ii)	Edge drop at shoulders exceeding 40 mm	7 (Seven) days
(iii)	Variation by more than 15% in the prescribed side (embankment) slopes	30 (thirty) days
(iv)	Rain cuts/gullies in slope	7 (Seven) days
(v)	Damage to or silting of culverts and side drains	7 (Seven) days
(vi)	Desilting of drains in urban/semi-urban areas	24 (twenty four) hours

(vii)	Railing, parapets, crash barriers	7 (Seven) days (Restore immediately if causing safety hazard)
(c) Road side furniture including road sign and pavement marking		
(i)	Damage to shape or position, poor visibility or loss of retro-reflectivity	48 (forty eight) hours
(ii)	Painting of km stone, railing, parapets, crash barriers	As and when required/Once every year
(iii)	Damaged/missing signs road requiring replacement	7 (Seven) days
(iv)	Damage to road mark ups	7 (Seven) days
(d) Road lighting		
(i)	Any major failure of the system	24 (twenty four) hours
(ii)	Faults and minor failures	8 (eight) hours
(e) Trees and plantation		
(i)	Obstruction in a minimum head-room of 5 m above carriageway or obstruction in visibility of road signs	24 (twenty four) hours
(ii)	Removal of fallen trees from carriageway	4 (four) hours
(iii)	Deterioration in health of trees and bushes	Timely watering and treatment
(iv)	Trees and bushes requiring replacement	30 (thirty) days
(v)	Removal of vegetation affecting sight line and road structures	15 (fifteen) days
(f) Rest area		
(i)	Cleaning of toilets	Every 4 (four) hours
(ii)	Defects in electrical, water and sanitary installations	24 (twenty four) hours
(g) [Toll Plaza]		
(h) Other Project Facilities and Approach roads		
(i)	Damage in approach roads, pedestrian facilities, truck lay-byes, bus-bays, bus-shelters, cattle crossings, [Traffic Aid Posts, Medical Aid Posts] and service roads	15 (fifteen) hours
(ii)	Damaged vehicles or debris on the road	4 (four) hours
(iii)	Malfunctioning of the mobile crane	4 (four) hours
Bridges		
(a) Superstructure		
(i)	Any damage, cracks, spalling/scaling Temporary measures Permanent measures	Within 48 (forty-eight) hours within 15 (fifteen) days or as specified by the Authority's Engineers
(b) Foundations		
(i)	Scouring and /or cavitation	15 (fifteen) days
(c) Piers, abutments, return walls and wing walls		
(i)	Cracks and damages including settlement and tilting, spalling, scaling	30 (thirty) days
(d) Bearings (metallic) of bridges		
(i)	Deformation, damages, tilting or shifting of bearings	15 (fifteen) days Greasing of metallic bearings once in a year
(e) Joints		
(i)	Malfunctioning of joints	15 (fifteen) days
(f) Others items		
(i)	Deforming of pads in elastomeric bearing	7 (seven) days
(ii)	Gathering of dirt in bearings and joints; or clogging of spouts, weep holes and vent-holes	3 (three) days
(iii)	Damage or deterioration in kerbs, parapets, handrails and crash barriers	3 (three) days (immediately within 24 hours if posing danger to safety)
(iv)	Rain-cuts or erosion of banks of the side slopes of approaches	7 (seven) days
(v)	Damage to wearing coat	15 (fifteen) days
(vi)	Damage or deterioration in approach slabs, pitching apron, toes, floor or guide bunds	30 (thirty) days
(vii)	Growth of vegetation affecting the structure or obstructing the waterway	15 (fifteen) days
(g) Hill Roads		
(i)	Damage to retaining wall/breast wall	7 (seven) days
(ii)	Landslides requiring clearance	12 (twelve) hours
(ii)	Snow requiring clearance	24 (twenty four) hours

[Note: Where necessary, the Authority may modify the time limit for repair/rectification, or add to the nature of Defect or deficiency before issuing the bidding document, with the approval of the competent authority]

ANNEXURE-II

Payment Reduction for Non-Compliance

1. Payment reduction for non-compliance with the Maintenance Requirements

(i) Monthly lump sum payments for maintenance shall be reduced in the case of non-compliance with the Maintenance Requirements set forth in Maintenance Schedule.

(ii) Any deduction made on account of non-compliance with the Maintenance Requirements shall not be paid even after compliance subsequently. The deductions shall continue to be made every month until compliance is done.

(iii) The Engineer-in-Charge shall calculate the amount of payment reduction on the basis of weightage in percentage assigned to non-conforming items as given in Paragraph 2.

2. Percentage reductions in lump sum payments

i. The following percentages shall govern the payment reduction:

S. No.	Item/Defect/Deficiency	Percentage
(a)	Carriageway/Pavement	
(i)	Potholes, cracks, other surface defects	15%
(ii)	Repairs of Edges, Rutting	5%
(b)	Road, Embankment, Cuttings, Shoulders	
(i)	Edge drop, inadequate cross fall, undulations, settlement, potholes, ponding, obstructions.	10%
(ii)	Deficient slopes, rain cuts, disturbed pitching, vegetation growth, pruning of trees	5%
(c)	Bridges and Culverts	
(i)	Desilting, cleaning, vegetation growth, damaged pitching, flooring, Protection works, wearing course, footpaths, any damage to foundations	20%
(ii)	Any Defects in superstructures, bearings and sub-structures, protection works	10%
(iii)	Painting, repairs/replacement kerbs, railings, parapets, crash barriers, expansion joints	5%
(d)	Roadside Drain	
(i)	Cleaning and repair of drains	5%
(e)	Road Furniture	
(i)	Cleaning, painting, replacement of road signs, delineators, road markings, 200m/km/5 th km stones	5%
(f)	Miscellaneous Items	
(i)	Removal of dead animals, broken down/accidented vehicles, fallen trees, road blockades or malfunctioning of mobile crane	10%
(ii)	Any other Defects in accordance with paragraph 1.	5%
(g)	Defects in any Other Project Facilities	5%

(ii) The amount to be deducted from monthly lump-sum payment for non-compliance of particular item shall be calculated as under:

$$R-P/100 \times (M1 \text{ or } M2) \times L1/L$$

Where P- Percentage of particular item/Defect/deficiency for deduction

M1-Monthly lump-sum payment in accordance Para 1(ii) above

M2-Monthly lump-sum payment in accordance Para 1(ii) above

L1-Non-complying length

L Total length of the road,

R Reduction (the amount to be deducted for non-compliance for a particular Item/Defect/deficiency.

The total amount of reduction shall be arrived at by summation of reductions for such Items/Defects/deficiency or non-compliance.

For any Defect in a part kilometer, one kilometer, the non-conforming length shall be taken as one kilometer.

97. From the commencement of the works to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the Govt. of Odisha harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of

proper care or misconduct on the part of the contractor or any one in his employment during the execution of the work. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost.

90. Deleted

91. For diversion road the contractor will have to make his own arrangement to make the same in private land if necessary for which agreement of such land by the side of C.D. works and the rental charges for such private land shall be borne by the contractor including the proper maintenance with lighting arrangements during the night time and signaling during day time and barricading etc. till the C.D. works are opened to the traffic. No extra cost will be paid to the contractor for the above rental charges etc. His rate in the tender shall include this arrangement, rental charges for the land and maintenance, lighting and removal of such temporary road crust from the private land to bring the land to its original condition etc. complete.

92. The contractor has to arrange the land required for borrowing earth if necessary for the road work at his cost. No extra payment by the Department will be made on this account and no claim what-so-ever will be entertained on this ground. The rate quoted by the contractor should be inclusive of all such charges.

93. Where it will be found necessary by the Department, the Officer-in-Charge of the work shall issue an Site Order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work whenever necessary are to be entered in this book by the P.W.D. Officer-in-Charge with their dated signatures and duly noted by the contractor or his authorized agents with their dated signature. Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the Department. The Site Order Book shall be the property of the P.W.D. and shall not be removed from the site of work without written permission of the Engineer (Divisional Officer) and to be submitted to the Engineer-in-charge every month.

94. Deleted.

95. Deleted-

96. The contractor shall have no claim what so ever for the extra quantity of work to be executed in view of above possible changes and payments is to be made as per Clause 10 of the **P-1** Contract.

97. Over and above these conditions, the terms and conditions and rules and regulations and specifications as laid down in Odisha P.W.D. Code, Bridge code and MoSRT&H Specifications with latest revision / amendment are also binding on the part of the contractor.

98. No part of the contract shall be sublet without written permission of the concerned Divisional Officer or transfer be made by power of Attorney authorizing others to receive payment on the contractor's behalf.

99. The contractor should attach the certificate in token of payment deposit with the registration authority as per recent circular of the Government relating to his registration.

100. Any damages caused by natural calamities should be done by the contractor at his own cost. The Department will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor.

101. The rate quoted by the contractor shall cover the latest approved rates of labours, materials, P.O.L. and Royalties. Arrangement of borrow areas; land, approach road to the bridge site etc. are the responsibility of the contractor.
102. The concrete items wherever dewatering is imperatively necessary the term dewatering shall mean the execution or operation of the items due to standing water as well as due to percolation of water. The quoted rate will be inclusive of this.
103. The materials, borrow areas and hutments at site should be arranged by the contractor at his own cost. No future complaint on this account shall be entertained.
104. The contractor shall make requisition of claim book from the date of commencement of the work from the Department and shall maintain in proper P.W.D. form with pages serially numbered in order to record items of works are not covered by his contract and claimable as extra. Claims shall be entered regularly in this book under the dated signature of the contractor or his duly authorized agents at the end of each month. A certificate should be furnished along with the claim to the effect that he has no other claim beyond this claim up-to-date. If in any month there are no claims to record, a certificate to that effect should be furnished by the contractor in the claim book. Each claim must be defined and should be given as far as possible regarding the quantities as well as the total amount claimed. The claim book must be submitted by the contractor regularly by 10th and 16th days of each month for orders of the Engineer-in-Charge or competent authority. Claims not made in this manner or the claim books not maintained from the commencement of the work are liable to be summararily rejected. The claim books are the property of the P.W.D. and shall be surrendered by the contractor to the Engineer-in-charge after completion of the work or before recession of the contract by the Department whichever is earlier for record.
105. Number of tests as specified in I.R.C./MoSRT&H/I.S.I specification required for the construction of roads /bridges / buildings or any other structural works will be conducted in any Govt. Test House / Departmental laboratories/reputed material testing laboratory as to be decided by the Engineer-in-charge. Testing charges including expenditure for collection / transportation of samples /specimens etc. will be borne by the contractor. The collection of samples and testing are to be conducted for both prior to execution and during execution as may be directed by the Engineer-in-charge and on both the accounts the cost shall be borne by the contractor.
106. i) Besides, the firm / contractor shall install full-fledged field laboratory at work site for conducting required tests as per IRC/MoSRT&H/ISI requirements at his own cost for providing sufficient opportunity for checking from time to time.
- ii) An Engineering personnel of the executing agency should be present at work site at the time of visit of high level inspecting officers in the rank of Chief Engineer and above.
- iii) After completion of the road in all respects the road furniture's should be affixed by the executing agency indicating locations like school, hospital, No-horn etc.
107. Deleted.
108. The agency will be responsible for traffic management and maintenance of the stretch of the road (for which the tender has been invited) at his own cost during the period of execution.
109. Even qualified criteria are met, the bidders can be disqualified for the following reasons, if enquired by the Department

- (a) Making a false statement or declaration.
 - (b) Past record of poor performance.
 - (c) Past record of abandoning the work half way/ recession of contract.
 - (d) Past record of in-ordinate delay in completion of the work.
 - (e) Past history of litigation.
110. The information furnished must be sufficient to show that the applicant is capable in all respects to successfully complete the envisaged work.
111. Exemption of EMD allowed to physical handicapped contractors, Engineer Contractor, SC/ST Contractors (@50%) vide Works Department Resolution No.23934 dt.08.11.91, No.19078 dt.02.09.69, No.27748 dt.11.10.77 respectively.
112. ADDENDUM TO THE CONDITION OF P1 CONTRACT
- 112.1 **Regarding payment of interest in the delayed payment.**
 As per Works Department letter No.7794/W dt.27.04.2026 **"No interest shall be payable to the contractor on any delayed payment or pending claims whatsoever, under any circumstances.**

Clause-2 (a) of P-1 Contract :-TIME CONTROL (Vide Works Department Office Memorandum No.24716 dt.24.12.2005 and No.8310 dt.17.05.2006) :-

- 2.1. **Progress of work and Re-scheduling programme.**
- 2.1.1. The Divisional Officer / Engineer- in- Charge shall issue the letter of acceptance to the successful contractor. The issue of the letter of acceptance shall be treated as closure of the Bid process and commencement of the contract.
- 2.1.2. As per amendment to Para-3.5.18 Note-VIII of O.P.W.D. Code Volume-I, before acceptance of the tender. The successful bidder will be required to submit a work programme and Milestone basing on the financial achievement so as to complete the work within the stipulated time and in case of failure on part of the agency to achieve the Milestone Liquidated damages will be imposed. .
- 2.1.3. To ensure good progress during the execution of the work the contractors shall be bound in all cases in which the time allowed for any work exceeds one month to complete, 1/4th of the whole time allowed under the contract has elapsed, 1/2 of the whole of the work before 1/2 of the whole time allowed under the contract has elapsed, 3/4th of the whole of the work before 3/4th of the whole time allowed under the contract has elapsed.
- 2.1.4. If at any time it should appear to the Engineer-in-Charge that the actual process of the work does not conform to the programme to which consent has been given the Contractor shall produce, at the request of the Engineer-in-Charge, a revised programme showing the modifications to such programme necessary to ensure completion of the works within the time for completion. If the contractor does not submit an updated Programme within this period, the Engineer-in-Charge may withhold the amount of 1% of the contract value from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 2.1.5. An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

- 2.1.6. The Engineer-in-Charge's approval of the Programme shall not alter the Contractor's obligations. The Contractor may revise the Programme and submit it to the Engineer-in-Charge again at any time. A revised Programme is to show the effect of Variations and Compensation Events.
- 2.2. **Extension of the Completion Date.**
- 2.2.1. The time allowed for execution of the works as specified in the Contract data shall be the essence of the Contract. The execution of the works shall commence from the 15th day or such time period as mentioned in letter of Award after the date on which the Engineer-in-Charge issues written orders to commence the work or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee / Security deposit absolutely.
- 2.2.2. As soon as possible after the Contract is concluded the Contractor shall submit the Time & Progress Chart for each milestone and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programme has been agreed upon) complete the work as per milestone given in contract data.
- 2.2.3. In case of delay occurred due to any of the reasons mentioned below, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavours to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.
- i) Force majeure, or
 - ii) Abnormally bad weather, or
 - iii) Serious loss or damage by fire, or
 - iv) Civil commotion, local commotion of workmen, strike or lockout affecting any of the trades employed on the work, or.
 - v) Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract.
 - vi) In case a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work and which would cause the Contractor to incur additional cost, or
 - vii) Any other cause, which, in the absolute discretion of the authority mentioned, in Contract data is beyond the Contractors control.
- 2.2.4. Request for reschedule and extension of time, to be eligible for consideration, shall be made by the Contractor in writing within fourteen days of the happening of the event causing delay. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired.
- 2.2.5. In any such case a fair and reasonable extension of time for completion of work may be given. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3

months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

2.3. **Compensation for Delay.**

- 2.3.1. If the contractor fails to maintain the required progress in terms of clause 2 **of P-1 Contract** or to complete the work and clear the site on or before the contract or extended date of completion, he shall, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pay as agreed compensation the amount calculated at the rates stipulated below as the Superintending Engineer (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause 2 **of P-1 Contract** or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified. or @ 1.5% per month for delay of work, delay to be completed on per Day basis.

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the Tendered Value of work.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in contract data, (which is in this case the original work programme furnished by the Contractor and approved by the Engineer-in-Charge which formed a part of agreement) or the rescheduled milestone(s) in terms of Clause 2.5 **of P-1 Contract**, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of extension of time. Withholding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone(s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone missed subsequently also shall be withheld. However, no interest whatsoever shall be payable on such withheld amount.

2.4. **Bonus for early completion**

- II.4.1 Amendment to Para 3.5.5 (v) Note – I of OPWD Code Vol.-I (as per Works Department, Odisha O.M. No.1046 dtd.28.01.2015) by way of substituting “Road work” at Sl. No-2 with “Road work/Bridge work” (excluding the project funded by MoRTH, Govt. of India)
- 2.4.2 Amendment to Para 3.5.5 (v) Note – iii of OPWD Code Vol.-I by inclusion as per Works Department, Odisha O. M. No.5288 dt.04.05.2016).

For availing Incentive Clause in any project which is completed before the stipulated date of completion, subject to other stipulations it is mandatory on the part of the concerned Divisional Officer to report the actual date of completion of the project as soon as possible through Fax or e-mail so that the report is received within 7 (seven) days of such completion by the concerned Superintending Engineer, Chief Engineer & the Administrative Department.

The incentive for timely completion should be on a graduated scale of 1 (one) percent to 5 (five) percent of the contract value. Assessment of incentives may be worked out for earlier completion of work in all respect in the following scale.

- ☐ Before 30% of contract period =5% of Contract Value
- ☐ Before 20% to 30% of the contract period = 4% of contract value.
- ☐ Before 10% to 20% of the contract period = 3 % of contract value.
- ☐ Before 5% to 10% of the contract period = 2% of contract value.
- ☐ Before 5% of the contract period = 1% of contract value.

The amount of bonus, if payable shall be paid along with final bill after completion of work.

2.5 **Management Meetings.**

- 2.5.1. Either the Engineer or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.
- 2.5.2 The Engineer shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

Clause-2 (b) of Percentage Rate P-1 Agreement: - Rescission of Contract (Amendment as per letter No.10639 dt.27.05.2005 of Works Department, Odisha):-To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Divisional Officer shall be conclusive evidence), 20% of the value of left over work will be realised from the contractor as penalty.

2.6 **Deleted**

- 113. A contractor may be black listed as per amendment made to Appendix XXXIV to OPWD Code Vol.-II on rules for black listing of Contractors vide letter no.3365 dt.01.03.2007 of Works Department, Odisha and O. M. No.16131 dt.26.11.2021.

As per said amendment a Contractor may be blacklisted

- a. Misbehaviour/threatening of Departmental & supervisory officers during execution of work/ tendering process.
- b. Involvement in any sort of tender fixing.
- c. Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
- d. Persistent and intentional violation of important conditions of contract.
- e. Security consideration of the State i.e., any action that jeopardizes the security of the State.
- f. Submission of false/ fabricated / forged documents for consideration of a tender.
- g. Non submission of Additional Performance Security (APS) within stipulated period as specified in Clause 28 (iii) as per Works Department Office Memorandum No.14402 dtd.06.10.2017.
- h. Keeping Business Relationship with a fraud Company in any manner that affects the contract executed with Government or Government agency as per Works Department Office Memorandum No.10496 dtd.12.07.2018.

- 114. **EIGIBILITY CRITERIA: -** To be eligible for qualification, applicants shall furnish the followings.

- a. Required **E.M.D (Bid Security)** as per the **clause No. 06** and **Cost of Bid document as per Clause No.04.**
- b. Scanned Copy of valid Contractor's Registration Certificate, GSTIN along with the tender documents as per **Clause No.07.**
- c. Information in scanned copy regarding current litigation, debarring / expelling of the applicant or abandonment of work by the applicant in **schedule "E"** and **affidavit to that effect including authentication of tender documents in schedule "F"** as per **clause 11.**
- d. Minimum qualifying requirement of execution of in **similar nature of works** as per **Clause No.14(i)** with scanned copy of experience certificate issued by the Engineer-in-Charge not below the rank of Divisional Officer to be furnished in **Schedule – D1.**
- e. The bidder shall furnish evidence of ownership/availability of the principal **Tools & Plants and Machineries** specified in **Schedule-C** and shall secure a minimum of **80% of marks** under this criterion as per **Clause No.14(ii)**, failing which the tender shall be liable for rejection.

The bidder who meets the above eligible criteria shall be qualified.

Total: - 114 (One hundred fourteen) clauses only.

Special Condition:

- ❖ All reinforcement steel and structural steel shall be procured from primary producers of steel- SAIL/RINL/TATA/JINDAL STEEL/ SHYAM STEEL.

In case of exigency, other brands (primary producers) of steel may be used with proper justification and prior approval of competent authority satisfying the tests as required by BIS's Code.

The Cement of the companies having their own manufacturing units in the State of Odisha is to be used in all works.

CERTIFICATE OF NO RELATIONSHIP

I/We hereby certify that I/We* am/are* **related/not related**(*) to any officer of P.W.D of the rank of Assistant Engineer & above and any officer of the rank of Assistant / Under Secretary and above of the Works Department, Govt. of Odisha I/We* am/are* aware that, if the facts subsequently proved to be false, my/our* contract will be rescinded with forfeiture of E.M.D and security deposit and I/We* shall be liable to make good the loss or damage resulting from such cancellation.

(*) - Strike out which is not applicable

Signature of the Bidder

Date:-

Annexure-I of SCHEDULE-C

**LIST OF PLANT AND EQUIPMENTS TO BE DEPLOYED ON THE CONTRACT WORK
(MINIMUM REQUIREMENT)**

Sl. No	Type of Equipment's	No. of machines required	Marks		
01	Mobile Maintenance Unit with necessary equipment	1 Nos	15		
02	Mini Hot Mix Plant (6/ 10T/ Hour Capacity) with indirect heating	1 Nos	15		
03	Concrete Mixer	1 Nos	10		
04	Water tanker	1 Nos	10		
05	Static Roller (8/10 T)	1 Nos	10		
06	Truck/Tipper	1 Nos	10		
07	Bitumen/emulsion sprayer	1 Nos	10		
08	Plate Vibrator	2 No	10		
09	Air compressor	2 No	10		

NOTE:

- Capacity of each plant and equipment should be as per specification attached separately.
 - The above equipment should either be owned or availed on long-term lease extended beyond the duration of the work, the authority of which in either case is to be substantiated before award of the work.
 - The equipment mentioned above must be included in Schedule "C" and clearly indicated as "Owned/leased."
 - The above list is not exhaustive. All other machinery/equipment as will be required for satisfactory completion of the work shall have to be deployed by the agency.
 - For deploying additional sophisticated machinery by the agency for completion of the work, no claim shall be entertained.
 - List of equipments/machineries mentioned above is the minimum requirement. Owned/Hired less quantity of any equipment / machineries will be awarded 0 (Zero) mark. **Minimum qualifying mark is 80.**
- N.B:-The documents uploaded for one bid or part thereof shall not be considered during evaluation of other bid and each bid shall be evaluated as per the documents uploaded for the particular bid.

ANNEXURE – II OF SCHEDULE-C

CAPACITY OF PLANTS AND EQUIPMENTS

1.	(a)	Water Tanker trailing unit	The water tanker should be a truck mounted one or as a having minimum capacity of 5000 liters.
	(b)	Smooth wheeled Roller	Weight from 8 tonnes to 10 tonnes Unballasted : 8 tonnes Approx. Water Ballasted : 9 tonnes approx. Sand Ballasted : 10 tonnesApprox
2	(a)	Compressor	Having capacity of 450 CFM
	(b)	Water Pump	Having capacity of 5H.P. to 27 H.P
	(c)	Jack Hammer	Having capacity of 2 tonnes
	(d)	Winch with grab	Winch having capacity of 5 tonne and grab having 1 tonne capacity.
3	(a)	Concrete Mixer	Batch type Concrete Mixer as per IS-1791 / 1985 for capacity of 15 Cum / hour (Tilting drum type) with power operated side loaded revolution counter, automatic shaker, Gear mounted on steel chassis with 4 MS wheels complete with suitable prime mover
	(b)	Welding generator	Having Capacity of 8-15 KW. Immersion type with vibrating Needle of 40 mm/ 50mm / 60mm & 4 meter length.
4	(a)	Diesel Generator	Having capacity of 32 K.W
	(b)	Truck	Having capacity of 12 tonnes
	(c)	Jeep	Diesel jeep having capacity of 16 H.P. with trailer.

SCHEDULE – E
INFORMATION REGARDING CURRENT LITIGATION, DEBARRING EXPELLING OF
TENDERER OR ABANDONMENT OF WORK BY THE TENDERER

1. a) Is the tenderer currently involved Yes / No
in any litigation relating to the works.
b) If yes: give details:
2. a) Has the tenderer or any of its Yes / No
constituent partners been debarred/
expelled by any agency in India
during the last 5 years.
3. a) Has the tenderer or any of its Yes / No
constituent partners failed to
perform on any contract work in
India during the last 5 years.
b) If yes, give details:

Note:

If any information in this schedule is found to be incorrect or concealed, qualification application will summarily be rejected.

Signature of Tenderer

SCHEDULE – F
AFFIDAVIT

1. The undersigned do hereby certify that all the statements made in the required attachments are true and correct.
2. The undersigned also hereby certifies that neither my / our firm / company / individuals _____ nor any of its constituent partners have abandoned any road/ bridge/Irrigation /Buildings or other project work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
3. The undersigned hereby authorise(s) and request(s) any bank, person, firm or Corporation to furnish pertinent information as deemed necessary and as requested by the Department to verify this statement or regarding my (our) competency and general reputation.
4. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of the Department.
5. The undersigned undertake that in case of any information furnished by me found to be incorrect, the Government has right to reject the Bid.

(Signature of Tenderer)

Title of Officer

Name of Firm

Date

SCHEDULE -I

Model Bank Guarantee Format for furnishing EMD

Whereas (hereinafter called the "tenderer") has submitted their offer dated..... for the supply of

.....
(hereinafter called the "tender") against the purchaser's tender enquiry No.....

KNOW ALL MEN by these presents that WE..... of having our registered office at..... are bound unto (hereinafter called the "Purchaser) in the sum of for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with

the Common Seal of the said Bank this..... day of20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our..... branch at.....* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of

the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State head quarters.

GOVERNMENT OF ODISHA

WORKS DEPARTMENT

OFFICE MEMORANDUM

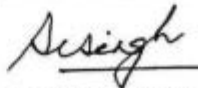
No. 07764600022025 632 /W., Bhubaneswar Dt. 9.1.26

Sub- Clarification on Works Department Office Memorandum No.173 dt 03.01.2026 regarding Amendment of Codal and Contractual Provisions.

The following clarifications are issued on Works Department Office Memorandum No. 173 dated . 03.01.2026

1. The phrase " *to abolish the extant provisions of threshold negative bid caps (14.99%) introduced*" in the first para of the Works Department OM No. 173 dated. 03.01.2026 may be read as " *to abolish the extant provisions of threshold negative bid caps of 15 % introduced vide Works Department OM No. 12366/W dt. 08.11.2013 and amended vide Works Department OM No. 1437 dt, 31.01.2023*"
2. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.
3. If the rate quoted by the SC and ST Category Contractors comes to the rate quoted by the L1 bidder(decimal up to two numbers will be taken for all practical purposes) after availing 10% price preference as per Para 2 of Works Department Resolution No. 27748 dated, 11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
4. As regards the bidding process in which the tender has been floated before the issue of Works Department Office Memorandum No.173 dt 03.01.2026, the bid shall be finalized as per the earlier provisions in Appendix-IX, Clause 36 of OPWD Code Volume-II.
5. This has been concurred in by the Finance Department in File No **FIN-WF1-MISC-0102-2025**

By order of the Governor



Principal Secretary to Government

Memo No. 633 /W, dated 9.1.26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.

De
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 634 /W., Dt. 9.1.26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.

De
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 635 /W., Dt. 9.1.26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

De
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 636 /W., Dt. 9.1.26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

De
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 637 /W., Dt. 9.1.26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

De
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 638 /W., Dt. 9.1.26

Copy forwarded to Principal Accountant General (A&E), Odisha, Bhubaneswar/ Principal Accountant General (E & SR Audit), Odisha, Puri Branch, Puri for kind information and necessary action.

Memo No. 639 /W., Dt. 9.1.26

EIC-cum-Special Secretary to Government

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department/ Works Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department/ Works Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 640 /W., Dt. 9.1.26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

EIC-cum-Special Secretary to Government

Memo No. 641 /W., Dt. 9.1.26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 642 /W., Dt. 9.1.26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. 643 /W., Dt. 9.1.26

Copy forwarded to all Collectors & DMs for information and necessary action.

EIC-cum-Special Secretary to Government

Memo No. / 644 W., Dt. 2.1.26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha/ Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD &QP, Odisha /Chief Engineer, RW-I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

[Signature]
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. / 645 W., Dt. 2.1.26

Copy forwarded to DDG & State Informatics Officer, National Informatics Centre, Odisha State Centre, Bhubaneswar, Email- sic-ori@nic.in for information and necessary action.

[Signature]
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 646 W., Dt. 2.1.26

Copy forwarded to the Chief Executive Officer (Administrative), Odisha Computer Application Centre(OCAC), Bhubaneswar, for information and necessary action.

[Signature]
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 647 W., Dt. 2.1.26

Copy forwarded to all EICs/CEs/CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

[Signature]
09.01.2026

EIC-cum-Special Secretary to Government

Memo No. 648 W., Dt. 2.1.26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

[Signature]
09.01.2026

EIC-cum-Special Secretary to Government



**GOVERNMENT OF ODISHA
WORKS DEPARTMENT**

OFFICE MEMORANDUM

No. 07764600022025 173 /W., Bhubaneswar Dt. 03/01/20

Sub:- Amendment of Codal & Contractual Provisions.

After careful observation, Government has been pleased to abolish the extant provisions of threshold negative bid caps (14.99%) introduced in Appendix-IX, Clause 36 of OPWD Code Volume-II in the procurement of works undertaken by the Govt of Odisha and its agencies to ensure the procurement process results in a viable and successful manner with adoption of following incremental **Additional Performance Security(APS)** system:

1. Additional performance security shall be taken on an incremental basis from the selected bidder for low bid prices in the project works as under:

- I. where the bid price is below 0% but not below 10% of the project cost put to bid, no additional performance guarantee/security percentage is required.
- II. where the bid price is below 10% but not below 20% of the project cost put to bid, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. where the bid price is 20% or more below of the project cost put to bid, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.

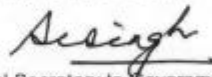
VI. Justification for abnormally low bids shall be scrutinized by the Departmental Technical Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security(APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/ Proposal. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered as an abnormally low bid.

2. These amendments shall take effect from the date of issue of the O.M.

3. Accordingly, the relevant existing codal/contractual provision stands modified with effect from the date of issue of this O.M.

4. This has been concurred in by the Finance Department vide **File No. FIN-WF1-MISC-0102-2025**

By order of the Governor

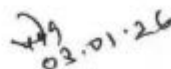


Principal Secretary to Government

Memo No. 174 /W, dated 03/01/26

Copy along with soft copy forwarded to Gazette Cell, Commerce and Transport (Commerce) Department, Bhubaneswar, for information and necessary action.

They are requested to publish the Office Memorandum in the extraordinary issue of the Gazette and supply 20 (twenty) copies to this Department.

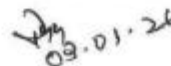


03.01.26

EIC-cum-Special Secretary to Government

Memo No. 175 /W, Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Chief Minister, Odisha for the kind information of the Hon'ble Chief Minister.



03.01.26

EIC-cum-Special Secretary to Government

Memo No. 176 /W., Dt. 03/01/26

Copy forwarded to the P.S. to the Hon'ble Minister, Law, Works, Excise, Odisha for the kind information of the Hon'ble Minister.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 177 /W., Dt. 03/01/26

Copy forwarded to the OSD to the Chief Secretary, Odisha, for the kind information of the Chief Secretary, Odisha.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 178 /W., Dt. 03/01/26

Copy forwarded to Sr. P.S. to the DC-cum-ACS, Odisha, for the kind information of the DC-cum-ACS, Odisha.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 179 /W., Dt. 03/01/26

Copy forwarded to Principal Accountant General (A&E), Odisha, Bhubaneswar/ Principal Accountant General (E & SR Audit), Odisha, Puri Branch, Puri for kind information and necessary action.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 180 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Principal Secretary to Govt., Finance Department/ H & UD Department for the kind information of the Principal Secretary, Finance Department/ H & UD Department respectively.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 181 /W., Dt. 03/01/26

Copy forwarded to P.S. to the Commissioner-cum-Secretary to Govt., RD Department/ PR&DW Department for the kind information of the Commissioner-cum-Secretary, RD Department/ PR&DW Department respectively.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 182 /W., Dt. 03/01/26

Copy forwarded to the Finance Department/ H & UD Department/ RD Department/ PR&DW Department/DoWR/ all other Departments for information and necessary action.

Jh
03.01.26
EIC-cum-Special Secretary to Government

Memo No. 183 /W., Dt. 03/01/26

Copy forwarded to the FA-cum-Special Secretary to Government, Works Department for kind information and necessary action.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 184 /W., Dt. 03/01/26

Copy forwarded to all Collectors & DMs for information and necessary action.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 185 /W., Dt. 03/01/26

Copy forwarded to EIC(Civil-cum-Roads), Odisha /EIC, Water Resources, Odisha/ EIC, Rural Works, Odisha/ EIC (PH), H&UD Department/ EIC (RWSS) PR&DW Department/ EIC, DPQ, Odisha/ EIC, NHs, Odisha/ EIC-cum-Managing Director, OB & CC Ltd., Bhubaneswar, Odisha/ Chief Engineer, Roads-I & II, Odisha / Chief Engineer, Buildings-I & II, Odisha / Chief Engineer, NHs, Odisha/ Chief Engineer, Bridges, Odisha / Chief Engineer, P&IP, Odisha / Chief Engineer, RD & QP, Odisha /Chief Engineer, RW- I & II, Odisha / Chief Engineer, PH (Urban), Odisha / Chief Engineer, Electricity, Odisha / Managing Director, OCC Ltd., Bhubaneswar/ all State PSUs for kind information and necessary action.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 186 /W., Dt. 03/01/26

Copy forwarded to all CCEs/ SEs/ EEs of the Works Department for kind information and necessary action.

03.01.26

EIC-cum-Special Secretary to Government

Memo No. 187 /W., Dt. 03/01/26

Copy forwarded to Roads Section/ A/C-I Section /A/C-II Section/ Plan Section / Building Section / Budget Section / N.H. Section / FC & AA Section, Works Department for information and necessary action

03.01.26

EIC-cum-Special Secretary to Government

Model Bank Guarantee Format for Performance Security

To

The Governor of Odisha.

WHEREAS..... (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until the day of, 20..... Our..... branch at* (Name & Address of the* branch) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.

Total: - 71 pages only

APPROVED for 71 pages only

**Sd/-
Superintending Engineer
Jharsuguda (R&B) Division**